



**REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND PLANNING  
TREASURY BUILDING, HARAMBEE AVENUE  
PO BOX 30007 – 00100, NAIROBI, KENYA**

**INTERNATIONAL OPEN TENDER**

**TENDER**

**FOR**

**DESIGN, DEVELOPMENT/ CUSTOMIZATION, SUPPLY,  
INSTALLATION AND MAINTENANCE OF AN ELECTRONIC  
GOVERNMENT PROCUREMENT (E-GP) SYSTEM FOR THE  
GOVERNMENT OF KENYA**

**TENDER NO. TNT/IOT/001/2021 - 2022**

**Issued on 10<sup>th</sup> August, 2021**

**CLOSING DATE: THURSDAY 9<sup>TH</sup> SEPTEMBER, 2021 AT 11.00 A.M. [ EAST AFRICAN TIME]**

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**TENDER DOCUMENT FOR PROCUREMENT OF INFORMATION TECHNOLOGY  
DESIGN, SUPPLY AND INSTALLATION**

**1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

The Principal Secretary,  
The National Treasury,  
P.O. Box 30007 – 00100,  
Nairobi, Kenya  
Email: [ps@treasury.go.ke](mailto:ps@treasury.go.ke) and [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke)

**2) Invitation to Tender (ITT) No. TNT/IOT/001/2021 - 2022**

**3) Tender Name: DESIGN, DEVELOPMENT/ CUSTOMIZATION, SUPPLY,  
INSTALLATION AND MAINTENANCE OF AN ELECTRONIC  
GOVERNMENT PROCUREMENT (E-GP) SYSTEM FOR THE  
GOVERNMENT OF KENYA**

## INVITATION TO TENDER (ITT)



### REPUBLIC OF KENYA THE NATIONAL TREASURY AND PLANNING INTERNATIONAL OPEN TENDER

### DESIGN, DEVELOPMENT/ CUSTOMIZATION, SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC GOVERNMENT PROCUREMENT (E-GP) SYSTEM FOR THE GOVERNMENT OF KENYA TENDER NO. TNT/IOT/001/2021 - 2022

1. The National Treasury invites sealed tenders for the **Design, Development/ Customization, Supply, Installation and Maintenance of an Electronic Government Procurement (E-GP) System for the Government of Kenya**
2. Tendering will be conducted under International Open Tender using a Standardized Tender Document. Tendering is open to all eligible, qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 0900 hrs to 1600 hrs at the address given below.
4. Tender documents may be viewed and downloaded for free from the website [www.tenders.go.ke](http://www.tenders.go.ke) and [www.treasury.go.ke](http://www.treasury.go.ke). Tenderers who download the tender document must forward their particulars immediately to [ps@treasury.go.ke](mailto:ps@treasury.go.ke) and [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke) to facilitate any further clarification or addendum.
5. A **Mandatory** virtual Pre-Tender Conference will be held on **Tuesday 24<sup>th</sup> August, 2021 at 1600 Hours, Kenyan Time** with interested tenderers. Invitations to the pre-tender virtual /video conference meeting shall be sent to the interested tenderers who submitted their particulars to the email address(es) stated above.
6. Tenderers shall submit **both Technical and Financial proposals in separate envelopes**.
7. The Tenderer shall **chronologically serialize all pages** of the Request for Proposal documents submitted.
8. All Tenders must be accompanied by a Bid Security of **Kenya Shillings Five Million Only (Kshs. 5,000,000.00) or United States Dollars Forty Six Thousand Three Hundred Only (USD 46,300)** from a reputable Bank valid for 30 days beyond the Tender Validity period
9. Completed tenders must be delivered to the address below on or before 11.00 *a.m. East African Time* on **Thursday 9<sup>th</sup> September, 2021**. Electronic Tenders *will not* be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

**A. Address for obtaining further information on the tender documents**

The Principal Secretary  
The National Treasury  
Treasury Building, Harambee Avenue  
P.O. BOX 30007-00100  
Nairobi, Kenya  
Tel: 2252299  
Email: [ps@treasury.go.ke](mailto:ps@treasury.go.ke) and [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke)

**B. Address for Submission of Tenders.**

The Principal Secretary  
The National Treasury  
P.O. Box 30007-00100  
Nairobi, Kenya  
Tender Box located on 6<sup>th</sup> Floor,  
Treasury Building,  
Harambee Avenue, Nairobi

**C. Address for Opening of Tenders.**

The National Treasury,  
Treasury Building,  
Harambee Avenue,  
Nairobi, 6<sup>th</sup> Floor,  
Conference Room No. 603

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.  
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY**

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

### A. GENERAL

#### 1. Scope of Tender

- 1.1 The Procuring Entity, as indicated **in the TDS**, issues this tendering document for the supply and installation of the Information System as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS**.

#### 2. Definitions

- 2.1 Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.
- 2.3 Throughout this tendering document:
- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
  - b) If the context so requires, “singular” means “plural” and vice versa; and
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
  - d) “Information System” shall carry the same meaning as “Information Technology”.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/ or civil sanctions may be imposed. To this effect, Tenderers shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in

the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
  - a. Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b. Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c. Has the same legal representative as another Tenderer; or
  - d. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or
  - f. Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or
  - g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h. Has a close business or family relationship with a professional staff of the Procuring Entity who: -
    - i. Are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or
    - ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub- consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United

Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.9 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Eligible Goods and Services**

- 5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.
- 5.2 For the purposes of this tendering document, the term “Information System” means all:
  - i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
  - ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.
- 5.3 For purposes of ITT 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.4 Any goods, works and production processes with characteristics that have been declared by the relevant

national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

## **B. CONTENTS OF TENDERING DOCUMENT**

### **6. Sections of Tendering Document**

#### **PART 1 - Tendering Procedures**

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

#### **PART 2 - Procuring Entity's Requirements**

Section V - Requirements of the Information Systems

Section VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

#### **PART 3 - Contract**

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

- 6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.
- 6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **7. Site Visit**

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

### **8. Pre-Tender Meeting and a pre- arranged pretender visit of the site of the works**

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if

applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **9. Clarification of Tender Documents**

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

## **10. Amendment of Tendering Document**

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## **C. PREPARATION OF TENDERS**

### **11. Cost of Tendering**

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **12. Language of Tender**

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.



### 13. Documents Comprising the Tender

13.1 The Tender submitted by the Tenderer shall comprise the following:

- a. **Form of Tender** prepared in accordance with ITT 14;
- b. **Price Schedules** completed in accordance with ITT 14 and ITT 16;
- c. **Tender Security or Tender-Securing Declaration** in accordance with ITT 22;
- d. **Alternative Tender:** if permissible, in accordance with ITT 15;
- e. **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 23.3;
- f. **Eligibility of Information System:** documentary evidence established in accordance with ITT 16.1 that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;
- g. **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;
- h. **Conformity:** documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;
- i. **Subcontractors:** list of subcontractors, in accordance with ITT 18.4;
- j. **Intellectual Property:** a list of: Intellectual Property as defined in GCC Clause 15;
  - i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause 1.1(C):
    - a. System, General Purpose, and Application Software; or
    - b. Standard and Custom Software;
  - iii. All Custom Materials, as defined in GCC Clause 1.1(c), included in the Tender;  
*All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and*
- k. Any other document required **in the TDS**.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize page so fall tender documents submitted.

### 14. Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

### 15. Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the **TDS** will also indicate whether they are permitted in accordance with ITT 13.3, or invited in accordance with ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the TDS**, and the method of evaluating different time schedules will be described in Section III,

- 15.3 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 15.4 When Tenderers are invited **in the TDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 35.

## **16. Documents Establishing the Eligibility of the Information System**

- 16.1 To establish the eligibility of the Information System in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

## **17. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 17.1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 17.2 In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected.

Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
  - If the contract has been awarded to that tenderer, the contract award will be set aside,
  - the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## 18. Documents Establishing Conformity of the Information System

- 18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.
- 18.2 The documentary evidence of conformity of the Information System to the tendering documents including:
- Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
  - Written confirmation that the Tenderer accepts responsibility for the successful integration and inter- operability of all components of the Information System as required by the tendering documents;
  - An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross- references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;
  - Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
  - Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.
- 18.3 References to brandnames or model numbers or national or proprietary standards designated by the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates



and prices will be permitted.

- 18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

## 19. Tender Prices

- 19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 19.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
- a) **If specified in the TDS**, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
  - b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;
  - c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII, and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.
- 19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS**, as follows:
- a) Goods supplied from outside Kenya:  
**Unless otherwise specified in the TDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;
  - b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and
  - c) Inland transportation.
- 19.6 Unless otherwise stated in the **TDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except

when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

- 19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenya /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.
- 19.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).
- 19.9 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

## **20. Currencies of Tender and Payment**

- 20.1 The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified **in the TDS**.
- 20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than **two foreign currencies** in addition to Kenyan currency.

## **21. Period of Validity of Tenders**

- 21.1 Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## **22. Tender Security**

- 22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 22.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- cash;
  - a bank guarantee;
  - a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
  - any other form specified in the **TDS**.

If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to

make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required.

- 22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.
- 22.5 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 22.6 The Tender Security shall be returned/released as promptly as possible
- The procurement proceedings are terminated;
  - The procuring entity determines that none of the submitted tenders is responsive;
  - A bidder declines to extend the tender validity.
  - Once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
  - if the successful Tenderer fails to:
    - sign the Contract in accordance with ITT 47; or
    - furnish a performance security in accordance with ITT 48.
- 22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.
- 22.10 A tenderer shall not issue a tender security to guarantee itself.

## 23. Format and Signing of Tender

- 23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 23.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

- 23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. SUBMISSION AND OPENING OF TENDERS**

### **24.Submission, Sealing and Marking of Tenders**

- 24.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
  - b) In an envelope marked “COPIES”, all required copies of the Tender; and,
  - c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:
    - i) In an envelope marked “ORIGINAL–ALTERNATIVETENDER”, the alternative Tender; and
    - ii) in the envelope marked “COPIES – ALTERNATIVE TENDER” all required copies of the alternative Tender.
- 24.2 The inner envelopes shall:
- a) Bear the name and address of the Tenderer;
  - b) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
  - c) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and
  - d) Bear a warning not to open before the time and date for Tender opening.
- The outer envelopes shall:
- e) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
  - f) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and bear a warning not to open before the time and date for Tender opening.
- 24.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

### **25.Deadline for Submission of Tenders**

- 25.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 25.2 The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

### **26.Late Tenders**

- 26.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

### **27.Withdrawal, Substitution, and Modification of Tenders**

- 27.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding

substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION,” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

27.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

27.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tender and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## 28. Tender Opening

28.1 Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers’ designated representatives who chooses to attend, and at the address, date and time specified **in the TDS**. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

28.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

28.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.

28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot if applicable, including any discounts;
- c) Any alternative Tenders; and
- d) The presence or absence of a Tender Security or a Tender-Securing Declaration.

28.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.



## **E. EVALUATION AND COMPARISON OF TENDERS**

### **29. Confidentiality**

- 29.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 29.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 29.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **30. Clarification of Tenders**

- 30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.
- 30.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.<sup>2</sup>

### **31. Deviations, Reservations, and Omissions**

- 31.1 During the evaluation of Tenders, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the tendering document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

### **32. Determination of Responsiveness**

- 32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 32.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;
- a) If accepted, would:
    - i) Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or
    - ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 32.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4 To be considered for Contract award, Tenderers must have submitted Tenders:

- a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and
- b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 39.3.

### **33.Non-material Non-conformities**

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.

33.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

33.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

### **34.Correction of Arithmetical Errors**

34.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

34.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

### **35.Conversion to Single Currency**

35.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS**.

### **36.Margin of Preference and Reservations**

36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

36.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

- 36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.
- 36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates in the **TDS** that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **37. Evaluation of Tenders**

- 37.5 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.
- 37.6 To evaluate a Tender, the Procuring Entity shall consider the following:
- a) Price adjustment due to discounts offered in accordance with ITT 14.4;
  - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
  - c) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3; and
  - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

### **38. Preliminary Examination**

- 38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract (s) for which these tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

### **39. Technical Evaluation**

- 39.1 The Procuring Entity will examine the information supplied by the Tenderers Pursuant to ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:
- a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
  - b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;
  - c) achievement of specified performance criteria by the Information System;
  - d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;
  - e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
  - f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;
  - g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.



- 39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.
- 39.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 39.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **40. Financial/ Economic Evaluation**

- 40.1 To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.
  - b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
  - c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and
  - d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- If price adjustment is allowed in accordance with ITT 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 40.2 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.4. The evaluation will be performed assuming either that:
- a) The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or
  - b) if specified **in the TDS**, Contracts will be awarded to the Tenderers for each individual Subsystem, lot, or slice if so defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified **in the TDS**.

## **41. Comparison of Tenders**

- 41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to determine the lowest evaluated cost.

## **42. Abnormally Low Tenders and Abnormally High Tenders**

- 42.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 42.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

- 42.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally High Tenders**

- 42.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 42.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- a. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - b. If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 42.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **43. Unbalanced or Front-Loaded Tenders**

- 43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.
- 43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -
- a) Accept the Tender; or
  - b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or
  - c) Reject the Tender.

### **44. Eligibility and Qualification of the Tenderer**

- 44.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.
- 44.3 Unless otherwise specified in the **TDS**, the Procuring Entity will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the **TDS** the Procuring Entity may carry out such tests as detailed in the **TDS**.

- 44.4 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 44.6 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in *“SECTION III- EVALUATION AND QUALIFICATION CRITERIA.”*

#### **45. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

- 45.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **F. AWARD OF CONTRACT**

#### **46. Award Criteria**

- 46.1 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the **TDS**. The methodology options are:

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

- a) When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
- i) Is substantially responsive; and
  - ii) Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or
- b) When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- i) Most responsive to the tendering document; and
  - ii) The lowest evaluated cost.

#### **47. Procuring Entity's Right to Vary Quantities at Time of Award**

- 47.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

#### **48. Notice of Intention to enter into a Contract/ Notification of award**

- 48.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity

shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

## **49. Standstill Period**

- 49.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 49.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

## **50. Debriefing by the Procuring Entity**

- 50.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 50.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## **51. Letter of Award**

- 51.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

## **52. Signing of Contract**

- 52.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 52.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 52.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.
- 52.4 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

## **53. Performance Security**

- 53.1 Within twenty-one (28) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished

by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

- 53.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

## **54. Publication of Procurement Contract**

- 54.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

## **55. Adjudicator**

- 55.1 Unless **the TDS** states otherwise, the Procuring Entity proposes that the person named **in the TDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposed hourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the TDS**. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching résumé of the alternative. If the successful Tenderer and the Adjudicator nominated **in the TDS** happen to be from the same country, and this is not Kenya too, the Procuring Entity reserves the right to cancel the Adjudicator nominated **in the TDS** and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

## **56. Procurement Related Complaints and Administrative Review**

- 56.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 56.2 A request for administrative review shall be made in the form provided under contract forms.



## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
<b>ITT 1.1</b>	<p>The reference number of the Request for Tenders is: <b>TNT/IOT/001/2021 – 2022</b></p> <p>The Procuring Entity is: <b>The National Treasury</b>  <b>Treasury Building, Harambee Avenue</b>  <b>P.O. BOX 30007-00100</b>  <b>Nairobi, Kenya</b></p> <p>The name of the ITT is <b>DESIGN, DEVELOPMENT/ CUSTOMIZATION, SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC GOVERNMENT PROCUREMENT (E-GP) SYSTEM FOR THE GOVERNMENT OF KENYA</b></p> <p>The number and identification of lots (contracts) comprising this ITT is: <b>NOT APPLICABLE</b></p>
<b>ITT 2.3 (a)</b>	<p><b>Electronic – Procurement System</b></p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this procurement process: <b>NOT APPLICABLE</b></p>
<b>ITT 3.3</b>	<p>The firms (if any) that provided consulting services for the contract being tendered for are: <b>NOT APPLICABLE</b></p>
<b>ITT 4.1</b>	<p>Maximum number of members in the JV shall be: Three (3) _____</p>
<b>ITT 4.9</b>	<p>The Procuring Entity shall require tenderers to be registered <b>NOT APPLICABLE</b></p>
<b>B. Tendering Document</b>	
<b>ITT 8.1</b>	<p>For <b><u>Clarification of Tender purposes</u></b> only, the Procuring Entity's address is:            Attention: The Principal Secretary            Address: <i>Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi</i>            Floor Room number: <i>6<sup>th</sup> Floor, Room 619</i>            City: <i>Nairobi</i>            ZIP Code: 00100            Country: Kenya            Telephone: +254 020 2252299            Facsimile number: <i>None</i>            Electronic mail address: <i>ps@treasury.go.ke and procurement@treasury.go.ke</i>            Requests for clarification should be received by the Procuring Entity no later than: <b>Seven (7) days before the Tender Submission Date</b></p>
<b>ITT 8.2</b>	<p>Web page: <u>www.tenders.go.ke</u> and <u>www.treasury.go.ke</u></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 8.4	<p>A Pre-Tender meeting shall take place at the following date, time and place:  Date: <b>Tuesday 24<sup>th</sup> August, 2021</b>  Time: 1600hrs (East African Time)  Place: Virtual – The National Treasury shall host the meeting</p> <p>Interested Tenderers to submit their e-mail to both <a href="mailto:ps@treasury.go.ke">ps@treasury.go.ke</a> and <a href="mailto:procurement@treasury.go.ke">procurement@treasury.go.ke</a> to be sent the link.</p> <p>A site visit conducted by the Procuring Entity <i>shall not be</i> organized.</p>
ITT 9.1	The Procuring Entity shall publish its response at the website <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> and <a href="http://www.treasury.go.ke">www.treasury.go.ke</a>
<b>C. Preparation of Tenders</b>	
ITT 13.1 (k)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ol style="list-style-type: none"> <li>1. A Project Implementation Plan detailing the time schedule for the project period.</li> <li>2. A Power of Attorney appointing the person to act on behalf of the firm or the Joint Venture.</li> <li>3. A Joint Venture Agreement document must be submitted citing the responsibilities of each member, where applicable.</li> <li>4. Original Manufacturer's Authorization or proof that the tenderer is the manufacturer of the proposed components. The Manufacturer's Authorization shall be for all the components proposed and <b>MUST</b> be specific for this tender.</li> <li>5. References from clients, copy of contract, copy of completion certificate and recommendation letter from One (1) project involving design and development of e-GP systems of similar nature, scope, and complexity for the last 10 years in the public sector with a minimum contract value of USD 2,000,000.</li> <li>6. Submit proposal on transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens</li> <li>7. Audited Financial Statements for last three years i.e. 2018, 2019 and 2020</li> <li>8. Comprehensive Sample of Service Level Agreement for similar nature assignment</li> </ol>
ITT 15.1	Alternative Tenders shall not be permitted.
ITT 15.2	Alternatives to the Time Schedule shall not be permitted.
ITT 15.4	Alternative technical solutions for specified parts of the system shall not be permitted
ITT 17.2	No prequalification of tenderers shall be undertaken
ITT 18.2 (a)	<p>In addition to the topics described in ITT Clause 18.2 (a), the Preliminary Project Plan must address the following topics:</p> <ol style="list-style-type: none"> <li>i. Detailed contract implementation schedule in Gantt chart showing the estimated duration, detailed module development schedule, sequence, interrelationship of all key activities needed to complete the contract</li> <li>ii. Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</li> <li>iii. Approach and methodology sub-plan;</li> <li>iv. Training and piloting Sub-Plan;</li> </ol>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>v. Skills and Knowledge Transfer Sub-Plan;</p> <p>vi. Testing and Quality Assurance Sub-Plan;</p> <p>vii. Warranty Defect Repair and Technical Support Service Sub-Plan</p> <p>viii. Service Provider's mobilization plan with on field and off-site engagement schedule.</p> <p>ix. Risk mitigation strategy (<i>to be developed by the Service Provider</i>)</p> <p>For the requirements, the tenderer must indicate whether they will meet the requirements either through standard functionality in the system being supplied or through customization.</p>
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following specific items: <b>NOT APPLICABLE</b>
ITT 19.2	The Tenderer <i>must</i> tender for Recurrent Cost Items
ITT 19.2 (a)	The Tenderer must tender for contracts of Recurrent Cost Items not included in the main Contract. <b>APPLICABLE</b>
ITT 19.5	The Incoterms edition is: <b>INCOTERMS 2021</b>
ITT 19.5 (a)	Named place of destination is: <i>The National Treasury, Treasury Building, Harambee Avenue, 6<sup>th</sup> Floor, Nairobi, Kenya</i>
ITT 19.6	Named place of final destination (or Project site) is: <i>The National Treasury, Treasury Building, Harambee Avenue, 6<sup>th</sup> Floor, Nairobi, Kenya</i>
ITT 19.8	ITT 19.8 is modified as follows: <i>There is no modification to ITT 19.8</i>
ITT 19.9	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 20.1	<p>The Tenderer <b>is not</b> required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.</p> <p>The Tenderer shall quote in any of the following freely convertible currencies; <b>Kenya Shillings, USD or EURO</b></p>
ITT 21.1	The Tender validity period shall be: <b>180 days.</b>
ITT 22.1	<p>A tender Security shall be required in the form of a Bank guarantee from a reputable bank in the amount of <b>Kenya Shillings Five Million Only (Kshs. 5,000,000.00) or United States Dollars Forty Six Thousand Three Hundred Only (USD 46,300) from a reputable Bank valid for 30 days beyond the Tender Validity period</b></p> <p>A foreign bank providing a Tender Security shall have and indicate a corresponding bank located in Kenya. The Procuring Entity shall authenticate the validity of the Tender Security from the local corresponding Bank</p>
ITT 22.3 (v)	Other types of acceptable securities are <b>Not Applicable</b>
ITT 22.4	The tender security shall be valid for 30 days beyond the tender validity period of the tender.
ITT 22.9	The Tender Security shall be in the name of the Lead Bidder, where applicable



Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 23.1	<p>In addition to the <b>original copy</b> of the Tender, the number of copies shall be</p> <ul style="list-style-type: none"> <li>• Technical proposal – <b>Four (4) hard copies and one (1) soft copy without a password in a portable device in PDF format (Kindly note: Not CD-ROM).</b></li> <li>• Financial proposal – <b>Four (4) hard copies and one (1) soft copy without a password in a portable device in PDF format (Kindly note: Not CD-ROM).</b></li> </ul>
ITT 23.3	<p>The tender shall be signed by a person duly authorized to sign on behalf of the tenderer.</p> <p>Written confirmation of authorization to sign on behalf of the Tenderer shall consist of <b>Notarized Power of Attorney/Commissioner of Oaths.</b></p>
<b>D. Submission and Opening of Tenders</b>	
ITT 25.1	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:</p> <p style="text-align: center;">The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007-00100, Nairobi</p> <p>Attention: Head, Supply Chain Management Services Street Address: Treasury Building, Harambee Avenue Floor/Room number: 6<sup>th</sup> Floor, Room 619 City: Nairobi ZIP Code: 30007- 00100 Country: Kenya</p> <p><b>The deadline for Tender submission is:</b> Date: <b>Thursday 9<sup>th</sup> September, 2021</b> Time: <i>11.00 a.m (East African Time)</i></p> <p><b>Bidders shall submit both Technical and Financial proposals in separate envelopes.</b></p> <p><b>Technical Proposals shall be sealed in separate envelopes and clearly marked "Technical Proposal".</b></p> <p><b>The Financial Proposals should be sealed separately and clearly marked "Financial Proposal"</b></p> <p><b>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</b></p> <p>The tender documents shall be deposited in Tender Box located at the Treasury Building, 6<sup>th</sup> Floor, Harambee Avenue, Nairobi, Kenya. Bulky tender documents that cannot fit in the tender box shall be delivered and registered on 6<sup>th</sup> Floor, Procurement Office, Room Number 619 at the Treasury Building, Harambee Avenue, Nairobi, Kenya</p>
ITT 25.1	Tenderers <b><i>shall not</i></b> have the option of submitting their Tenders electronically.
ITT 28.1	The Tender opening shall take place at:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Street Address: Treasury Building, Harambee Avenue  <b>Floor/Room number:</b> 6<sup>th</sup> Floor, Conference Room 603  City: Nairobi  Country: Kenya</p> <p>Date: <b>Thursday 9<sup>th</sup> September, 2021</b>  Time: 11.00 a.m. (East African Time)</p> <p>Only the Technical Proposals shall be opened on <b>Thursday 9<sup>th</sup> September, 2021</b> at 11.00 a.m.</p>
<b>ITT 28.1</b>	The electronic Tender opening procedures shall be: N/A
<b>ITT 28.6</b>	The Form of Tender and Price Schedules shall be initialed by all members of the Procuring Entity conducting Tender opening.
<b>E. Evaluation, and Comparison of Tenders</b>	
<b>ITT 33.3</b>	The adjustment shall <b>Not Applicable</b> based on the price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
<b>ITT 34.1</b>	The Tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. The Tenderer shall be none responsive incase of correction, adjustment or amendment of the Tender sum
<b>ITT 35.1</b>	<p>The currency(ies) of the Tender shall be converted into a single currency as follows: <b>To Kenya Shillings at the prevailing exchange rate (Mean rate) at the date of tender opening.</b></p> <p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is <b>Kenya Shillings</b></p> <p>The source of exchange rate shall be: <b>Central Bank of Kenya mean exchange rate (Mean Rate)</b></p> <p>The date for the exchange rate shall be: <b>Thursday 9<sup>th</sup> September, 2021</b></p>
<b>ITT 36.2</b>	<p>Margin of Preference <b>shall apply as follows:</b></p> <p>(1) Preference shall be applied depending on the percentage of shareholding of the locals on a graduating scale as follows:</p> <ul style="list-style-type: none"> <li>• Twenty percent (20%) margin of preference of the evaluated price of the tender given to candidates offering goods manufactured, mined, extracted, grown, assembled or semi- processed in Kenya and the percentage of shareholding of Kenyan citizens is more than fifty percent (50%);</li> <li>• Fifteen percent (15%) margin of preference of the evaluated price of the tender given to candidates offering goods manufactured, mined, extracted, grown, assembled or semi- processed in Kenya;</li> <li>• Ten percent (10%) margin of preference of the evaluated price of the tender, where the percentage of shareholding of Kenyan citizens is more than fifty percent (50%);</li> </ul>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<ul style="list-style-type: none"> <li>• Eight percent (8%) margin of preference of the evaluated price of the tender, where the percentage of shareholding of Kenyan citizens is less than fifty percent (50%) but above twenty percent (20%); and</li> <li>• Six percent (6%) margin of preference of the evaluated price of the tender, where percentage of shareholding of Kenyan citizens is above five percent (5%) and less than twenty percent (20%).</li> </ul> <p>(2) For foreign companies to benefit from the margin of preference of 10% they <b>MUST</b> enter into a joint venture (JV) agreement or subcontracting arrangements, with a firm that is registered in Kenya and where Kenyan citizens have majority shares. The citizen contractor shall demonstrate technical capability and competence to perform and shall be evaluated as per the responsibility in the JV agreement/ subcontracting arrangements.</p>
ITT 36.4	The invitation to tender is extended to the following group that qualify for Reservations: <b>Not Applicable</b>
ITT 40.2 (b)	<p>Tenderers shall <b><u>not be allowed</u></b> to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.</p> <p>Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts shall <b>not be</b> considered in the price evaluation.</p>
ITT 42.3 & 42.6	Abnormally low or high Tenders shall lead to rejection of the tenders after conducting due diligence by the Procuring Entity.
ITT 44.3	<p>As additional qualification measures, the Information System (or components /parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award:</p> <p><i>As indicated in the schedule of requirements.</i></p>
ITT 46.1	The award will be made on the basis of <b>the highest combined scores (technical Score and financial Score)</b> , in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	<p>The maximum percentage by which quantities may be increased is: <b>Not Applicable</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>Not Applicable</b></p>
ITT 53.1	<p>The Performance Security shall be denominated in Kenya Shillings or equivalent in a freely convertible currency for an amount equal to <b>10% percent</b> of the Contract Price from a Bank.</p> <p>A foreign bank providing a Performance Security shall have a corresponding bank located in Kenya.</p>
ITT 55.1	<p><b><i>The appointment of the adjudicator should be specified in the special conditions of contract (SCC)</i></b></p> <p>If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of: <b>Nairobi Centre for International</b></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	arbitration
ITT 56.1	<p>If a Tenderer wishes to make a Procurement-related Complaint, to the Public Procurement Regulatory Authority at any time prior to contract award, the Tenderer should submit its complaint in prescribed format found in the PPRA website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> and mail it to: <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> or <a href="mailto:complaint@ppra.go.ke">complaint@ppra.go.ke</a></p> <p>The procedures for challenging a contract award to the Public Procurement Administrative Review Board are detailed in the “Notice of Intention to Enter into a Contract” herein and are also available from the PPRA website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>. The request for review should be submitted to the Secretary of the Review Board using the request for review form contained herein.</p> <p>The address for submitting appeals to Administrative Review Board:</p> <p><b>The Secretary,</b>  Public Procurement Administrative Review Board,  The Public Procurement Oversight Authority,  10th Floor, National Bank House,  P.O. Box 58583-00200,  NAIROBI, Kenya.  Tel: +254 (0) 20 3244000  Email: <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a>  Website: <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a></p>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each year- Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
- b) Value of single contract- Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Multiple Contracts; multiple contracts will be permitted in accordance with ITT35.6. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

#### **OPTION 1**

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

#### **OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

### 2 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 3 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

#### **a) Mandatory Requirements**

All Tenderers **MUST** meet the following mandatory requirements. **Tenderers that do not meet ALL the mandatory requirements will be considered non-responsive and will not be considered further:**

**Note:** All copies that require certification **SHALL** be certified by an Advocate and Commissioner for Oaths, High Court of Kenya or Notary Public in corresponding country.

	REQUIREMENT	YES/NO	REFERENCE IN DOCUMENT	EVALUATOR REMARKS
	<b>Technical Proposal to include;</b>			
1.	Provide a certified copy of Certificate of Incorporation or Certificate of Registration or equivalent for International Firms. For joint ventures the same shall be provided for each firm.			
2.	Provide a certified copy of valid Tax Compliance Certificate or equivalent for International Firms and where not applicable a letter from relevant authority/Tax exempt certificate. For joint ventures the same shall be provided for each firm.			
3.	Provide duly filled, signed and stamped Confidential Business Questionnaire in the format provided. For joint ventures/ subcontractors the same shall be provided for each firm.			
4.	Provide a valid certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) or equivalent for International Firms. For joint ventures the same shall be provided for each firm.			
5.	<p>Provide Original Tender Security in the form of a Bank guarantee from a reputable bank in the amount of <b>Kenya Shillings Five Million Only (Kshs. 5,000,000.00) or United States Dollars Forty Six Thousand Three Hundred Only (USD 46,300)</b> valid for 30 days beyond Tender validity period</p> <p>For joint ventures, the bid security shall be in the name of the Lead Bidder.</p> <p>A foreign bank providing a Tender Security shall have and indicate a corresponding bank located in Kenya. The Procuring Entity shall authenticate the validity of the Tender Security from the local corresponding Bank</p>			
6.	<p>Provide a valid and duly filled, signed and stamped Original Manufacturer's Authorization Form (MAF) for the following proposed components but not limited to;</p> <ul style="list-style-type: none"> <li>a. The proposed application software</li> <li>b. Enterprise database</li> <li>c. Any other components</li> </ul> <p>If the tenderer is the Original Equipment Manufacturer, provide a letter signed by Authorized Signatory.</p>			
7.	Provide a Certified, duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred from doing business with the Government of Kenya or any other jurisdiction. For joint ventures the same shall be provided for each firm.			
8.	Provide Certified, duly filled, signed and stamped Certificate of Independent Determination. For joint			

	ventures the same shall be provided for each firm			
9.	Provide a Certified, duly filled, signed and stamped Self Declaration Form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. For joint ventures the same shall be provided for each firm.			
10.	Provide Certified, duly filled, signed and stamped Declaration and Commitment to the code of ethics. For joint ventures the same shall be provided for each firm.			
11.	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document			
12.	Must provide Technical Proposal and Financial Proposal in different envelopes. The Financial proposals should not be included in the Technical Proposals.			
13.	International Tenderers must submit a comprehensive commitment plan on how they shall work with Kenyan Nationals /Local Firms for the purpose of building capacity, transfer of knowledge, skills and provision of local content. Must provide names and contacts of the local firms.			
14.	For Joint Venture, provide a Joint Venture Agreement (Teaming Agreement) which clearly defines the roles and responsibilities of each party in the Joint Venture for the assignment ( <i>foreign firms teaming up with the locals will be earn 10% margin of preference</i> ) <i>NB: only applicable for Joint Venture arrangement</i>			
15.	The bid document “Original” and “Copies” must be chronologically serialized on all pages of the tender documents submitted			
16.	Submit the required number of documents i.e. <b>One (1) original of the Tender, Four (4 No.) hard copies and One (1 No) soft copy without a password in a portable device in PDF format (Kindly note: Not CD-ROM).</b>			

#### **b) Technical Mandatory Requirements**

For the solution to be considered complete as per the client requirements, the tenderers are required to submit a bid with all the required modules and meet key general technical requirements as listed in the tables below. Tenderers are therefore required to confirm that the proposed solution meets the requirements in following two areas;

##### **(i) Functional / Modules Requirements**

##### **(ii) General Technical Requirements**

**Tenderers whose proposed solution does not meet any of the Technical Mandatory Requirements in the tables below shall be treated as non-responsive and shall not be considered for further evaluation.**

**i) Functional / Modules Requirements**

No.	Functional/Modules - Requirements	Comply/ Not Comply	Reference in the Tenderer's Proposal Document
1)	Registration		
2)	Procurement and Disposal Planning		
3)	e-Bidding module		
4)	e- Purchasing: e-Framework Agreements and e-Quotation/		
5)	e-Contract Management		
6)	e-Payment and e-Guarantee Management Module		
7)	e-Procurement Management Information System (e-PMIS)		
8)	E- GP Portal: e-publication of data in compliance to the Open Contract Data Standard (OCDS).		
9)	Administrative Review		
10)	Debarment		
11)	E-Catalogue/ e-Market Place		
12)	e-Reverse Auction		
13)	Disposal/e-Auction		
14)	Performance Management		
15)	Compliance Management System		
16)	Complaints Management System		
17)	Templates Library		
18)	Workflow Management		
19)	Electronic Document Management System		

**ii) General Technical Requirements**

No.	Technical requirements	Comply/ Not Comply	Reference in the Tenderer's Proposal Document
1.	Software License: The License(s) of the proposed e-GP system solution shall be perpetual. (The e-GP system application shall be customized and owned by the Client and therefore not licensable after implementation. The Operating System, Application Server, Database, any other 3 <sup>rd</sup> party support tools should be based on Annual Subscriptions where applicable)		
2.	Technology and tools for the e-GP System development should be based on Open Standards and Open Architecture.		
3.	Functional Interface: The system should be web based and accessible through the commonly used web browsers		
4.	Database: The proposed database for e-GP System shall be based on open-source database in line with the National Information Communication Technology (ICT) Policy and Guidelines 2020, and the National ICT Standards, 2020.		
5.	The proposed solution should run on an Open Source Operating System in line with the National Information Communication Technology (ICT) Policy and Guidelines 2020, and the National ICT Standards, 2020.		



No.	Technical requirements	Comply/ Not Comply	Reference in the Tenderer's Proposal Document
6.	System Security: The solution should have comprehensive inbuilt security controls for the e-GP System including but not limited to Operating System, Application and Integration, transactional and database-level security.		
7.	Scalability: The solution should be scalable in the following, but not limited to; <ul style="list-style-type: none"> <li>• Modular</li> <li>• Unlimited number of users</li> <li>• Transactional volume</li> </ul>		
8.	System integration: The solution should be built on a service-oriented architecture based on web technology standards and interoperable with other open standards applications.		
9.	Notification: The system should have the capability of sending notifications through email, pop ups and dashboards to relevant users		
10.	Business Continuity Plan: The solution should have comprehensive business continuity plan for the e-GP System including but not limited to; <ul style="list-style-type: none"> <li>• Scheduled backup</li> <li>• Real-time replication at both primary and secondary sites</li> <li>• Recovery point objectives</li> <li>• Recovery time objectives</li> </ul>		
11.	Business Intelligence, Reports and Dashboards: The system should incorporate tools for data analytics and reports generation (standard and ad-hoc) which can be exported to various file formats.		
12.	Enterprise Architecture for the System: The solution should support a multi-tier architecture with each tier fully independent.		
13.	Skill and Knowledge Transfer Plan: The Tenderers should provide skills and knowledge transfer plan for implementation after go-live and during the support and maintenance period.		
14.	Training and Training Materials: The Tenderer should provide comprehensive training plans and program including training courses/curriculum and skills transfer programs for the following groups. <ul style="list-style-type: none"> <li>• Training of Trainers</li> <li>• Technical Training</li> <li>• Training business process owners</li> </ul>		
15.	System Developer Testing Plans: The Tenderer should provide developer test plans that details testing procedure using test cases, different test scenarios, scripts and test data.		

**AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.**

**4 Assessment of adequacy of Tender's Proposal in connection with Procuring Entity's IT Requirements.**

**TECHNICAL EVALUATION**

Tenderers who meet the preliminary requirements shall proceed to the technical evaluation stage.

- **The pass mark to qualify for Financial Evaluation shall be 75%**
- **Technical Evaluation will be done as indicated below**
- **Any bidder who scores 75% and above, based on the evaluation criteria provided shall be considered for financial evaluation.**
- **Tenderers who do not meet the minimum technical score shall be automatically disqualified**

Criteria		Sub- Criteria	Score
Firm Capability	Experience of the Tenderer, as a firm, relevant to the provision of IT systems	General Experience of the firm	2
		Specific Experience of the firm	8
	Adequacy and quality of the proposed methodology	Methodology	3
		Work plan	5
		Project Organogram	2
	Qualification and experience of the Technical Team / Staff		18
	Financial capability		5
	Transfer of knowledge and training program		5
	Participation by Kenya citizens among proposed Key Experts		2
Conformity to Technical Specifications	Business and Functional Requirement		40
	General Technical Requirement		10
Total Technical Evaluation			100

**a) Firm Capability**

No	Description of Criteria	Max Scores	Reference in bid Document	Evaluator Remarks
<b>A</b>	<b>Experience of the Tenderer, as a firm, relevant to the provision of IT systems:</b>	<b>10</b>		
1.	<b>General Experience of the firm</b>  The firm must have implemented at least four (4) IT projects systems for the last 10 years with a minimum contract value of USD1,500,000 each.  Must attach all documentary evidence i.e. <ul style="list-style-type: none"> <li>• Copies of contract</li> <li>• Completion certificates and</li> <li>• Recommendation letters from the client (s).</li> </ul> <i>Less than 4 project and not attaching all documentary evidence (zero marks).</i>	2		
2.	<b>Specific Experience of the firm (Form EXP 2)</b>	8		

No	Description of Criteria	Max Scores	Reference in bid Document	Evaluator Remarks
	<p>Experience in One (1) project involving design and development of e-procurement systems of similar nature, scope, and complexity for the last 10 years in the public sector with a minimum contract value of USD 2,000,000.</p> <p><i>(The projects listed here should not be part of those listed above).</i></p> <p>Must attach all documentary evidence i.e.</p> <ul style="list-style-type: none"> <li>• Copies of contract</li> <li>• Completion certificates and</li> <li>• Recommendation letters from the client(s).</li> </ul> <p><i>Marks Allocation: 8 Marks.</i>  <i>Less than one (1) project and not attaching all documentary evidence (zero marks)</i></p>			
<b>SUB-TOTAL (A)</b>				
<b>B</b>	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:</b>	10		
1.	<p>Understanding the terms of reference, providing brief comments in each of the system implementation components including risk management. Technical approach and methodology in response to the client's requirements – 1 Mark</p> <p>A detailed description of the approach the tenderer will use for implementing the proposed <i>e-GP</i> solution – 1 Mark</p> <p>Clearly demonstrating how the proposed solution shall meet the desired outcomes as detailed in the client's requirements – 1 Mark</p> <p><i>Allocated marks; 3 marks</i></p>	3		
2.	<p><b>Work plan</b></p> <ul style="list-style-type: none"> <li>• Clear and concise project implementation / execution plan with logical sequence of tasks/activities, timelines (start and end date), responsibilities and deliverables. – 3 Marks</li> <li>• Clearly outline the above in a Gantt Chart – 2 Marks</li> </ul> <p><i>Allocated marks; 5 marks</i></p>	5		
3	<b>Project Organization and Staffing</b>	2		
	Project Organogram: Team organization structure for delivering assignment.	1		
	Roles and responsibilities for key team members in the delivery of the Project	0.5		

No	Description of Criteria	Max Scores	Reference in bid Document	Evaluator Remarks
	Site and off-site personnel: The Tenderer to provide proposal of the specified staff to be on - site and their category, roles and responsibilities as prescribed in the workplan.	0.5		
<b>SUB-TOTAL (B)</b>				
	Requirement	Total Marks	Reference in bid Document	Evaluator's Remark
<b>C</b>	<b>Qualification and experience of the Technical Team / Staff</b> ( <i>Form PER 2 – for each candidate</i> )	<b>18</b>		
<b>1</b>	<b>Project Manager /Team Leader</b>	<b>4</b>		
a)	At least 10 years of project management related experience	1		
b)	Experience of having implemented five (5) ICT system projects of similar scope, magnitude and complexity, each with at least 8 modules; in the last 10 years.	1		
c)	At least one of the projects being implemented in the public sector, with procurement as one of the functionalities.	1		
d)	A Bachelor's degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	0.3		
e)	A Master's degree in IT or business-related fields (attach certificate)	0.2		
f)	Professional Certification in project management i.e. PMP, PRINCE II or equivalent	0.5		
<b>2</b>	<b>Business Analysts (1 No)</b>	<b>1</b>		
a)	At least 8 years of experience in Business Analysis	0.2		
b)	Experience of having undertaken five (5) ICT projects as a business analyst in the last 8 years	0.2		
c)	A degree in IT and/or business-related fields (attach certificate)	0.2		
d)	Professional Certification in Business Analysis, Business Intelligence, Big Data or related. (attach certificate)	0.2		
e)	Must have working knowledge of using Business analysis tools.	0.2		
<b>3</b>	<b>Database experts (1 No.)</b>	<b>1</b>		
a)	At least 8 years of experience in design, development, implementation and administration of databases.	0.2		
b)	Give reference of a minimum of 5 projects in the last 8 years.	0.3		
c)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	0.2		
d)	Professional Certification in database administration (attach certificate)	0.3		
<b>4</b>	<b>System Developer (4 No.)</b>	<b>4</b>		
a)	At least 5 years of experience in design, development, implementation and customization of web-based	0.2		

	systems.			
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	0.2		
c)	Give reference of a minimum of 3 projects in the last 5 years.	0.3		
d)	Professional Certification in system development Systems development, Analysis and Design (attach certificate)	0.3		
<b>5</b>	<b>System Security Expert</b>	<b>1</b>		
a)	At least 8 years of experience in System Security.	0.2		
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	0.2		
c)	Give reference of a minimum of 5 projects in the last 8 years.	0.3		
d)	Professional Certification in System Security. (attach certificate)	0.3		
<b>6</b>	<b>Systems Administrator</b>	<b>1</b>		
a)	At least 8 years of experience in System Administration.	0.2		
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	0.2		
c)	Give reference of a minimum of 5 projects undertaken in the last 8 years.	0.3		
d)	Professional Certification in system security e.g. MCSA, Linux system Administrator, MCSE etc. (attach certificate)	0.3		
<b>7</b>	<b>System Integration Expert</b>	<b>1</b>		
a)	At least 8 years of experience in integration, test and delivery of Enterprise Systems	0.2		
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) (attach certificate)	0.2		
c)	Give reference of a minimum of 5 projects undertaken in the last 8 years	0.3		
d)	Professional Certifications in system integration (e.g Control System Integrators Association (CSIA), Certified System Integrator Professional C-SIP, Certified Systems Integrator (CSI), etc (attach certificate)	0.3		
<b>8</b>	<b>Solution Architect Engineer</b>	<b>1</b>		
a)	At least 8 years of experience in software architecture, Business analysis IT architecture.	0.2		
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) (attach certificate)	0.2		
c)	Give reference of a minimum of 5 projects undertaken in the last 8 years.	0.3		
d)	Professional Certifications in system architecture design (attach certificate)	0.3		
<b>9</b>	<b>Quality Assurance Expert</b>	<b>1</b>		
a)	At least 8 years of experience in designing, developing and maintaining test cases and strategies for testing	0.2		

	and quality assurance.			
b)	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) (attach certificate)	0.2		
c)	Give reference of a minimum of 5 projects undertaken in the last 8 years	0.3		
d)	Professional Certifications in system quality assurance. (Certified quality engineer, certified quality auditor, Certified Test Engineer (CSTE) Certified Software Quality Analyst (CSQA), Certified Associate in Software Testing (CAST), CMSQ (Certified Manager of Software Quality (attach certificate)	0.3		
<b>10</b>	<b>Procurement Specialist/Expert</b>	<b>2</b>		
a)	At least 10 years of progressive experience in undertaking public procurement and asset disposal operations and contract management.	0.25		
b)	Degree in Procurement, Commerce, Business Administration, Economics, Finance, Law, engineering, or other Business-related fields (attach certificate)	1		
c)	Professional Certification in Purchasing and Supply (attach certificate) i.e. CIPS and CPSP (K)	0.25		
d)	Current Membership of a procurement professional body in good standing i.e. CIPS, KISM or equivalent (attach certificate)	0.5		
<b>11</b>	<b>Training and documentation Specialist</b>	<b>1</b>		
a)	A degree in education, communication, sociology or any related social science qualification (attach certificate)	0.2		
b)	8 years of experience in content development, capacity building and program management	0.2		
c)	Have undertaken 5 projects in system documentation and curriculum development,	0.3		
d)	Certificate in Knowledge Management (attach certificate)	0.3		
<b>SUB- TOTAL (C)</b>				
	<b>Requirement</b>	<b>Total Marks</b>	<b>Reference Page</b>	<b>Evaluator Remarks</b>
<b>D</b>	<b>Financial capability</b>	<b>5</b>		
1	<p><b>Financial Resources - Form FIN –1</b></p> <p>Submission of audited Financial Statements for the last Three [3] years to demonstrate the current soundness of the Tenderers financial performance and its prospective long-term profitability. The Tenderer must demonstrate availability of liquid assets.</p> <p>a. Liquidity ratio (Current Assets / Current Liabilities).</p> <p>Liquidity ratio equal to 1.5 – 2.0</p> <p><i>For Joint Ventures a simple average will apply.</i></p>	2		



2	<b>Average Annual Turnover (FORM 14 – FIN - 2)</b>  Turnover shall be greater or equal to <b>Kshs. 1 billion</b> or equivalent USD 10,000,000.00 per year for the last Three (3) years	2		
3	<b>Financial Resources (FORM F3)</b>  Attach evidence of lines of credit line of a minimum of Ksh 500 Million (USD 5 Million).	1		
<b>SUB- TOTAL (D)</b>				
	<b>Requirement</b>	<b>Total Marks</b>	<b>Reference Page</b>	<b>Evaluator's Remarks</b>
<b>E</b>	<b>Transfer of knowledge and training program</b>	<b>5</b>		
1	Training approach and methodology; key knowledge transfer mechanism for clients staff onsite and offsite	2		
2	Complete training plan / programme for users, Training of Trainers, system administrators and training of the business owners	1		
3	Training Material Developed for earlier projects	1		
4	Training Curriculum	1		
<b>SUB- TOTAL (E)</b>				
	<b>Requirement</b>	<b>Total Marks</b>	<b>Reference Page</b>	<b>Evaluator's Remarks</b>
<b>F</b>	<b>Participation by Kenya citizens among proposed Key Experts</b>	<b>2</b>		
1	Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months)  <i>A ratio of 1:5 (local: overall) in the project implementation team (full marks)</i>	2		
<b>SUB- TOTAL (F)</b>				
<b>TOTAL</b>		<b>50</b>		

## b) Conformity to Technical Specifications

### (i) Business and Functional Requirement Evaluation (40 Marks)

Throughout the Business and Functional Requirements, Tenderers are required to indicate the LEVEL OF CONFORMITY of their proposed solution to the listed features. The level of conformity has been categorized as either “EXISTING”, “CUSTOMIZABLE” or “NOT SUPPORTED” The following table outlines the criteria used to categorize the requirement levels.

Level	Requirement Criteria
EXISTING	Indicating that the software in its standard form and without modification provides the feature or it requires minimal configuration.
CUSTOMIZABLE	Indicating that the software in its standard form requires minimal modification/customization or development provides the feature.
NOT SUPPORTED	Indicated that the feature cannot be met by the current system and does not constitute a viable modification.

All Requirements whether “EXISTING”, “CUSTOMIZABLE” or “NOT SUPPORTED” must be replied to by the tenderer. The proposed solution should be a fully integrated solution (“vanilla”) as much as possible.

## Weight Scale

The following weights will be applied to detailed technical specifications requirements sections:

- **EXISTING** requirements carried weight of **3**.
- **CUSTOMIZABLE** requirements carried weight of **2**.
- **NOT SUPPORTED** requirements carried weight of **0**.

The Tenderers Weighted Score (TW) for this section shall be calculated using the formula below;

**Tenders Evaluated Score (T)**  
**Maximum Score (M) = 1539**  
**Weighted Tenderer Score (WT)**  
**Weighted Score = 40**

$$WT = T/M \times 40$$

### (ii) General Technical Requirements of E-GP System (10 Marks)

Throughout the General Technical Requirements Evaluation, Tenderers are required to detail their compliance with the specified system technical requirements. All requirements shall be evaluated based on “1” and “0”. (“1” - **Representing Compliance**, “0” – **Not Compliance**)

The Tenderers Weighted Score (TW) for this section shall be calculated using the formula below;

**Tenders Evaluated Score (T)**  
**Maximum Score (M) = 70**  
**Weighted Tenderer Score (WT)**  
**Weighted Score = 10**

$$WT = T/M \times 10$$

## 5 FINANCIAL EVALUATION

### Tender Financial Evaluation (ITT 35.5)

#### FINANCIAL PROPOSAL MANDATORY CRITERIA

A preliminary mandatory evaluation shall be undertaken as follows:

All Tenderers **MUST** meet the following mandatory requirements. **Tenderers that do not meet ALL the mandatory requirements will be considered non-responsive and will not be considered further**

S/No	REQUIREMENT	YES/NO	REFERENCE IN DOCUMENT	EVALUATOR REMARKS
1	Duly filled, signed and stamped Price Schedule Form in the format provided.			
2	Duly filled, signed and stamped Form of Tender in			

	the Format Provided			
3	The Financial Proposals “Original” and “Copies” must be chronologically serialized			
4	Submitted the required number of copies of the Financial Proposal i.e. one (1) original and Five (5) copies			

**Price evaluation:** in addition to the criteria listed in ITT 35.5 (a)–(e) the following criteria shall apply:

- i) **Time Schedule: Time Schedule:** Time to complete the **Design, Development/ Customization, Supply, Installation and Maintenance of an Electronic Government Procurement (E-GP) System for The Government of Kenya** from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: **18 months**. No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected. The e-GP system functions will be developed in phases in the General Technical Requirements.
- ii) **Alternative Technical Solutions for specified parts of the Works, if permitted** under ITT 13.4, will be evaluated as follows: **Not applicable**
- iii) **Other specific additional criteria-** if permitted under ITT 36.5 (f) the relevant evaluation method, if any, shall be as follows: **Not applicable**
- iv) **Recurrent Costs** - since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given here after, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Tenderer in Price Schedule Nos. 3.3 and 3.5. The recurrent cost factors for calculation of the implementation schedule are: **APPLICABLE**
  - i) *Software licenses and updates*
  - ii) *Technical services*
  - iii) *Other services (if any).*
- v) **Recurrent cost items for post- warranty service period** if subject to evaluation shall be included in the main contractor a separate contract signed together with the main contract. Such costs shall be added to the Tender price for evaluation. **APPLICABLE**

## 6 Alternative Tenders (ITT13.1) - NOT APPLICABLE

*An alternative if permitted under ITT 13.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2-Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

## 7 Apply Margin of Preference - APPLICABLE

- 7.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 7.2 Contractors for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
  - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens

hold shares of over fifty one percent (51%).

- ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

- 7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

## **8 Post qualification and Contract award (ITT 39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded the lowest evaluated / best tenderer, subject to confirmation of pre-qualification data, if so required. **APPLICABLE**

The evaluation committee shall undertake due diligence on the lowest evaluated responsive tenderer to confirm and verify the qualification Tenderer prior to the award of the tender. The following criteria shall be applied during due diligence;

### **i) Qualification of the firm**

- a. **In case of JVs, Exemption Certificate from Competition Authority of Kenya in accordance with ITT 4.12**
- b. Authenticity of the document provided including but not limited to CVs and certificates
- c. The tenderer's reference projects and sites
- d. the Tenderer has the legal capacity to enter into a contract i.e the Tenderer is duly registered, not insolvent, in receivership, bankrupt or in the process of being wound up;
- e. The Tenderers financial capacity;
- f. the Tenderer's sub-contractor, if any, is not debarred from participating in procurement proceedings pursuant to Section 41 of the Act;
- g. the Tenderer has fulfilled tax obligations;
- h. the Tenderer has not been convicted of corrupt or fraudulent practices; and
- i. The Tenderer is not guilty of any serious violation of fair employment laws and practices.
- j. Any other relevant issues relating to the submitted Tender Document
- k. No front loading of the price quoted
- l. The price quoted shall not be abnormally low or high.

In case of the Joint Venture/subcontractors, the above criteria will apply to all the members.

### **ii) Systems Demonstration**

The demonstration of the proposed solution shall be done using the following criteria:

- Demonstration of the “**EXISTING**” features of the Business and Functional requirements of the proposed system shall be done through a live demonstration.
- Demonstration of an end to end proposed solution as per the client's requirements.
- Process Workflow
- Seamless integration of modules
- User friendliness of the system interfaces;
- Reporting capability of the system.
- User management (ease of assignment roles and rights, access control)
- System Security (audit logs, data in transit, data in storage and application)
- Data Analytics and Business Intelligence

- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions. **NOT APPLICABLE**
- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings
  - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [*insert amount*], equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last \_\_\_\_\_ [*insert of year*] years.
  - iii) At least \_\_\_\_\_ (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
  - v) Contractors' key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [*specify requirements for each lot as applicable*] \_\_\_\_\_
- iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **Three (3) years**. The required information shall be furnished in the appropriate form.

b) **Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Five (5) years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

**9 Computation of combined Technical and Financial scores**

a) **Financial score**

The following shall be the formula for Financial Evaluation.

The formulae for determining the Financial Score (Sf) is as follows: -

( $Sf = 100 \times (FM / F)$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration or another proportional linear formula)

The weights given to the Technical and Financial Proposals are:

$$T = 0.80$$

$$P = 0.20$$

## 10. QUALIFICATION FORM

<b>Item No.</b>	<b>Qualification Subject</b>	<b>Qualification Requirement to be met</b>	<b>Document To be Completed by Tenderer</b>	<b>For Procuring Entity's Use (Qualification met or Not Met)</b>
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of Tenderer's default since 1 <sup>st</sup> January [insert year].	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	

<sup>1</sup> Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.



<b>Item No.</b>	<b>Qualification Subject</b>	<b>Qualification Requirement to be met</b>	<b>Document To be Completed by Tenderer</b>	<b>For Procuring Entity's Use (Qualification met or Not Met)</b>
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <b>_Three [3]</b> years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	
11	2.3.2 Average Annual Turnover	Minimum average annual turnover greater or equal to <b>2 times</b> the Tender Price in Kenya Shillings equivalent, calculated as total certified payments received for contracts in progress or completed, within the last <b>_Three (3)</b> years Turnover shall be greater or equal to <b>Kshs. 1 billion</b> or equivalent USD 10,000,000.00 per year for the last Three (3) years	Form FIN –2.3.2	
12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of Ksh. 500,000,000.00 Kenya Shillings or equivalent.	Form FIN –2.3.3	
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last <b>_Ten [10]</b> years prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV <sup>2</sup> member, sub-contractor, in at least One (1) contracts in the public sector within the last <b>_Ten_ (10)</b> years, with a value of at least USD Two Million (USD 2,000,000), that have been successfully and substantially completed and that are similar to the proposed Information System. <i>[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VII, Procuring Entity's Requirements]</i>	Form EXP 2.4.2	

<sup>2</sup> For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, and role and responsibilities shall be considered to meet this requireme

## 11. PERSONNEL

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Minimum required Number
1	Project Manager /Team Leader	1
2	Business Analysts/	1
3	Procurement Specialists/Experts	1
4	Database experts	1
5	System Developers/Programmers	4
6	Training and documentation Specialist	1
7	Security Experts	1
8	Systems Administrator	1
9	System Integrator	1
10	Solution Architect Engineer	1
11	Quality Assurance Expert	1

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

## 12. Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1	For major items of the e-GP System which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items.	<ol style="list-style-type: none"><li>1. Manufacturers Authorization for the contracted sub-system</li><li>2. Subcontractor MUST meet the evaluation criteria provided herein (this bid document) for the contracted sub-system</li></ol>

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

## SECTION IV - TENDERING FORMS

### (1) FORM OF TENDER

#### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - *Tenderer's Eligibility-Confidential Business Questionnaire*
  - *Certificate of Independent Tender Determination*
  - *Self-Declaration of the Tenderer*

**Date of this Tender submission**..... [insert date (as day, month and year) of Tender submission] **ITT No.:** ..... [insert number of ITT process]

**Alternative No.:** ..... [insert identification No if this is a Tender for an alternative]

**To:** ..... [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 22;
- d) **Conformity:** We offer to provide design, supply and installation services in conformity with the tendering document of the following: [insert a brief description of the IS Design, Supply and Installation Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]  
[Option1, in case of one lot:] Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];  
Or  
[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: [Specify in detail each discount offered.]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 21.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 25.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.4, other than alternative Tenders submitted in accordance with ITT 13;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Tenderer:** *\*[insert complete name of person signing the Tender]*

- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from [www.ppra.go.ke](http://www.ppra.go.ke) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in **“Appendix1-Fraud and Corruption”**

attached to the Form of Tender.

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** *\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:** *[insert complete title of the person signing the Tender]* **Signature of**  
**the person named above:** *[insert signature of person whose name and capacity are shown above]* **Date**  
**signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*.

## **(2) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

### **Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### **a) Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of  state which stock exchange	

### **General and Specific Details**

#### **b) Sole Proprietor, provide the following details.**

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

#### **c) Partnership, provide the following details.**

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

#### **d) Registered Company, provide the following details.**

(i) Private or public Company \_\_\_\_\_



(ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

**e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.**

i) are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/ No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

**ii) Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	execution of the Contract.		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name\_\_\_\_\_

Title orDesignation\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

### **(3) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tenders] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

- i). I have read and I understand the contents of this Certificate;
- ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
- iv). For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
- v). The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vi). In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
- vii). In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
- viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
[Name, title and signature of authorized agent of Tenderer and Date]

**(4) SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/ TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.....** for..... (*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

## FORM SD2

### SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, .....of P. O. Box..... being a resident of ..... in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**  
..... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....



## APPENDIX 1 - FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:
- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
  - iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
  - v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
    - a) Shall not take part in the procurement proceedings;
    - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
  - vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
  - vii) If a person contravenes sub section (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms:
    - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
  - 1) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - 2) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows:
 

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;
- e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

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<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup>Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies there of as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# PRICE SCHEDULE FORMS

## Notes to Tenderers on working with the Price Schedules

### 1.1 General

The Price Schedules are divided into separate Schedules as follows:

- a Grand Summary Cost Table
- b Supply and Installation Cost Summary Table
- c Recurrent Cost Summary Table
- d Supply and Installation Cost Sub-Table (s)
- e Recurrent Cost Sub-Tables (s)
- f Country of Origin Code Table

*[insert:]*

- 1.2 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
- 1.3 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

### 2. Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.
- 2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.
- 2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.
- 2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2, no more than two foreign currencies may be used.

## 1. Grand Summary Cost Table

		<i>[ insert: Kenya shillings] Price</i>	<i>[ insert: Foreign Currency A] Price</i>	<i>[ insert: Foreign Currency B] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Tender Submission Form)			
4				

Name of Tenderer: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer:

## 2. Supply and Installation Cost SummaryTable

Costs MUST reflect prices and rates quoted in accordance with ITT17 and 18.

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[ insert: Kenya shillings] Price	[ insert: Local Currency] Price	[ insert: Foreign Currency A] Price
1	Software Licenses (where applicable)	- -			
	i) Application License	-			
	ii) Database License	-			
	iii) Operating System (Qty 12no.)	-			
	iv) Application Server License	-			
	v) Electronic Document and Records Management System	-			
	vi) Any Others	-			
2	Installation and Implementation Services Cost	-			
	i) Phase I Modules				
	ii) Phase II Modules				
3	Training and Skill Transfer Program				
4	Any Other Cost				
<b>SUBTOTALS</b>					
<b>TOTAL (Supply and Installations Cost - To Grand Summary Table)</b>					

**Note:** - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer:\_\_\_\_\_

\_\_\_\_\_Date\_\_\_\_\_

Authorized Signature of Tenderer:

### 3. Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[ insert: Kenya shilling] Price	[ insert: Foreign Currency A ] Price	[ insert: Foreign Currency B] Price
1.	Software subscription/Licenses (where applicable)				
	i) Application License				
	ii) Database License				
	iii) Operating System				
	iv) Application Server License				
	v) Electronic Document and Records Management System				
	vi) Any Others				
2.	Annual Support and Maintenance (after warranty period)-				
3.	Any Other Cost				
	<b>Subtotals</b>				
	<b>Total (Recurrent cost - To Grand Summary Table)</b>				

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

Name of Tenderer:\_\_\_\_\_

Date\_\_\_\_\_

Authorized Signature of Tenderer:\_\_\_\_\_

4. **Supply and Installation Cost Sub-Table [insert: identifying number]**

Line-item number: [*specify: relevant line-item number from the Supply and Installation Cost Summary Table (e.g., 1.1)*]

Prices, rates, and subtotals **MUST** be quoted in accordance with ITT 17 and ITT18.

				Unit Prices / Rates					Total Prices			
				Supplied Locally	Supplied from outside Kenya				Supplied Locally	Supplied from outside Kenya		
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A]	[ insert foreign currency B]		[ insert: local currency]	[ insert: local currency]	[ insert: foreign currency A]	[ insert: foreign currency B]
X.1	_____	--	--	--	--	--	--					
Subtotals (to [ insert: <b>line item</b> ] of Supply and Installation Cost Summary Table)												

**Note:** -- indicates not applicable

**Components should be inclusive of the applicable technical service charge e.g man hours**

Name of Tenderer: \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_



## 5. Recurrent Cost Sub-Table [insert: identifying number] –Warranty Period

Lot number: [if a multi-lot procurement, insert: **lot number**, otherwise state “**single lot procurement**”] Line item

number: [specify: **relevant line item number from the Recurrent Cost Summary Table**– (e.g., y.1)] Currency:

[specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed**]

[As necessary for operation of the System, specify: **the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.**]

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: currency ])			
		Y1	Y2	Y3	Sub-total for [ insert: currency ]
1.	Software Licenses & Updates				
1.1	i. Application License	Incl. in Warranty			
1.2	ii. Database License	Incl. in Warranty			
1.3	iii. Operating System	Incl. in Warranty			
1.4	iv. Application Server License	Incl. in Warranty			
1.5	v. Electronic Document and Records Management System	Incl. in Warranty			
1.6	vi. Any Others				
2.	Annual Support and Maintenance (after warranty period)-				
2.1	i) First year after warranty period of 180 days for Phase I		X	X	
2.2	ii) Second year after warranty period of 180 days for Phase II			X	
2.3					

		Maximum all-inclusive costs (for costs in [ insert: currency ])			
Component No.	Component	Y1	Y2	Y3	Sub-total for [ insert: currency ]
3.					
4.	[Identify other recurrent costs as may apply]				
	Annual Subtotals:				- -
Cumulative Subtotal (to [ insert: currency ] entry for [ insert: line item ] in the Recurrent Cost Summary Table)					

Name of Tenderer: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

6. Country of Origin Code Table

Country of Origin	Country Code	Country of Origin	Country Code	Country of Origin	Country Code

# QUALIFICATION FORMS

## 1. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Goods, Works / Service	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	<b>TOTAL COST LOCAL CONTENT</b>		<b>xxxxxx</b>	
	<b>PERCENTAGE OF CONTRACT PRICE</b>		<b>xxxxxxx</b>	

## 2 Form ELI-1 Tenderer Information Form

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul> <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 3 Form ELI-1 Tenderer's JV Members Information Form

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]* Page\_\_of\_\_\_\_pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity in accordance with ITT 4.6. <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 4 Form CON-1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at the time of pre-qualification requires updating

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV member Legal Name: \_\_\_\_\_

ITT No.: \_\_\_\_\_

page of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with the Qualification form, Item 7 and 9 1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____



## 5 Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ ITT No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____

\*List calendar year for years with contracts with at least **Four (4) years** starting with the earliest year.

## 6 Form EXP – 2 Specific Experience

Tenderer's Legal Name: \_\_\_\_\_  
JV Member Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
ITT No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number: ____ of ____ required.</b>	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____ —
If member in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Procuring Entity's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

## 7 Form EXP – 2 (cont.) Specific Experience (cont.)

Tenderer's Legal Name: \_\_\_\_\_  
JV Member Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract No. __ [insert specific number] of [total number of contracts] ____ required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____

## 8 Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

Name of contract	Procuring Entity, contact address/tel./fax	Value of outstanding Information System (current Kshs. or equivalent)	Estimated completion date	Average monthly invoicing over last six months (Kshs. or equivalent/ month)
1.				
2.				
3.				
4.				
5.				
etc.				

## 9 Form FIN – 1 Financial Situation

### Historical Financial Performance

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ ITT No. \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Tenderer and, if JV, by each member

Financial information in Kshs. or equivalent	Historic information for previous _____ (____) years (Kshs. or equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- a) Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.
- b) Historic financial statements must be audited by a certified accountant.
- c) Historic financial statements must be complete, including all notes to the financial statements.
- d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

#### 10. Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ ITT No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	Kshs. or equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

#### 11. Form F-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (Kshs. or equivalent)
1.	
2.	
3.	
4.	

## 12 Personnel Capabilities

### i) Key Personnel

Name of Tenderer or partner of a Joint Venture

Tenderers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

1.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
2.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
3.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
4.	Title of position:	
	Name of candidate	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
6...	Title of position:	
	Name of candidate	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]

<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

## ii) Candidate Summary

<b>Position</b>		<b>Candidate</b> <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employme	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

## iii) Technical Capabilities

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

**(iv) Manufacturer's Authorization**

**Note:** This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.: \_\_\_\_\_ [Procuring Entity insert: **ITT Title and Number**]

To: \_\_\_\_\_ [Procuring Entity insert: **Procuring Entity's Officer to receive the Manufacture's Authorization**]

WHEREAS [insert: **Name of Manufacturer**] who are official producers of \_\_\_\_\_  
[insert: **items of supply by Manufacturer**] and having production facilities at \_\_\_\_\_ [insert: **address of Manufacturer**] do here by authorize \_\_\_\_\_ [insert: **name of Tenderer or Joint Venture**] located at \_\_\_\_\_ [insert: **address of Tenderer or Joint Venture**] (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name [insert: **Name of Officer**] in the capacity of [insert: **Title of Officer**] Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of: \_\_\_\_\_ [insert: **Name of Manufacturer**]

Dated this \_\_\_\_\_ [insert: **ordinal**] day of \_\_\_\_\_ [insert: **month**], [insert: **year**]. [add Corporate Seal

(where appropriate)]



(v) **Subcontractor's Agreement**

**Note:** This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.: \_\_\_\_\_[*Procuring Entity insert: ITT Title and Number*]

To: \_\_\_\_\_[*Procuring Entity insert: Procuring Entity's Officer to receive the Subcontractor's Agreement*]

WHERE AS [ *insert: Name of Subcontractor* ], having head offices at \_\_\_\_\_[ *insert: address of Subcontractor* ], have been informed by \_\_\_\_\_[ *insert: name of Tenderer or Joint Venture* ] located at \_\_\_\_\_[*insert: address of Tenderer or Joint Venture*] (here in after, the “Tenderer”) that it will submit a tender in which \_\_\_\_\_[*insert: Name of Subcontractor*] will provide[*insert: items of supply or services provided by the Subcontractor*]. We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name [ *insert: Name of Officer* ] in the capacity of \_\_\_\_\_[*insert: Title of Officer*]

Signed \_\_\_\_\_ Duly authorized to sign the authorization for and on

behalf of: \_\_\_\_\_[*insert: Name of Subcontractor*]

Dated this \_\_\_\_\_[*insert: ordinal*] day of \_\_\_\_\_[*insert: month*], \_\_\_\_\_[*insert: year*].

[*add Corporate Seal (where appropriate)*]

vi) **List of Proposed Subcontractors**

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13. Intellectual Property Forms Notes to Tenderers on working with the Intellectual Property Forms

In accordance with ITT 11.1(j), Tenderers must submit, as part of their tenders, lists of all the Software included in the tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

i) Software List

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

i) List of Custom Materials

Custom Materials

## 14. Conformance of Information System Materials

### I) Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to the tendering documents includes (but is not restricted to):

- a) The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- b) A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- c) Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Tenderer's Technical Tender.

**Note:** The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of “yes” or “will do” is unlikely to convey the credibility of the response. The Tenderer should indicate *that*—and to the greatest extent practical—*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in the Technical Tender.

**Note:** The Manufacturer's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

**Note:** As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.
- e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

**Note:** To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender—preferably in a format that the evaluation team can extract text from to facilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

**II) Technical Responsiveness Checklist (Format)**

<b>Tech. Require. No. _</b>	<b>Technical Requirement:</b> <i>[ insert: abbreviated description of Requirement]</i>
Tenderer's technical reasons supporting compliance:	
Tenderer's cross references to supporting information in Technical Tender:	

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:**\_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_  
**Date:**\_\_\_\_\_

**TENDER GUARANTEE No.:**\_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

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## **PART 2 – PROCURING ENTITY'S REQUIREMENTS**

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## SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

### 1. BACKGROUND

Kenya has enacted the Public Procurement and Assets Disposal Act, 2015 and Public Procurement and Assets Disposal Regulation, 2020. The new legislation includes the provision of e-Procurement under the section 64(2). The PPAD Act, 2015 and its attendant regulations provide a comprehensive set of procurement processes, procedures, methods and practices covering end-to-end procurement procedures. The Government of Kenya in 2014 implemented a procurement module (Procure to Pay) through Re-engineering of the Integrated Financial Management Information System (IFMIS). The existing module was developed based on the provisions of the repealed PPDA, 2005 and is not adequately aligned to the elaborate requirements of the Public Procurement and Asset Disposal Act 2015 and Regulations 2020. Consequently, the expected benefits associated with a well-functioning end to end e-government procurement system have not been fully realized.

The Government of Kenya is implementing a Program for Results (PforR) under Governance for Enabling Service Delivery and Public Investment in Kenya (GESDeK). The program is co-financed by World Bank and Agence Française de Développement (AFD). The objective of this program is to ensure a public financial management system that promotes transparency, accountability, equity, fiscal discipline and efficiency in the management and use of public resources for improved service delivery and economic development.

A e-GP System Implementation Strategy has been developed by the Government and considers the need of implementing a new standalone e-Procurement System covering end-to-end processes of public procurement and interfacing with the government e-services. An interface between the e-Procurement System and other systems such as IFMIS, iTax system, Business Registration system, should facilitate automatic validation of budget allocation, availability, and payment; requisition creation, purchase order issuance, verification and validation of bidders' credentials about registration and tax clearance and provides authenticity of the transactions.

The implementation of the new enhanced e-Procurement system envisages to achieve procurement goals particularly transparency, accountability, efficiency, cost savings, fair competition among bidders, and enforcement of procurement rule of law. As part of this reform initiative, The National Treasury which is mandated to develop and implement the e-Procurement system in the country, seeks to consolidate the gains of the existing IFMIS by implementing an enhanced and comprehensive end-to-end e-Government Procurement (e-GP) system that is in line with the PPADA, 2015 and Regulations 2020.

#### 1.1 Vision, Mission and Objectives

The Vision for the adoption of e-Government Procurement in Kenya is ***“Placing Kenya in leadership position in the global e-government procurement map as a country with enhanced governance in public procurement and socio-economic development.”***



Mission Statement is *“To attain fairness, equity, transparency, accountability, efficiency and competitiveness resulting in value for money in public procurement by leveraging on Information and Communications Technologies.”*

The broad and high-level objectives for implementing the e-GP system are aimed at achieving;

- i. Improve governance through enhanced transparency and accountability.
- ii. Promote efficiency and effectiveness in public procurement processes.
- iii. Enhance socio-economic development through competitiveness in public procurement.

## **1.2 Key stakeholders in Public Procurement**

This section refers to the key stakeholders in the public procurement process in Kenya and provides a brief on the role of each stakeholder.

### **a) Public Procurement Department (PPD)**

The National Treasury is mandated by the Public Procurement and Assets Disposal Act to implement the e-Procurement system and ensure the use of the system in the country.

The Public Procurement Department (PPD) is under The National Treasury and is responsible for the implementation e-GP system.

### **b) Public Procurement Regulatory Authority (PPRA)**

The PPRA is responsible for maintaining the State Procurement Information Portal, which will be integrated with the e-GP System for the seamless exchange and publication of procurement information and statistics.

### **c) IFMIS Department of the National Treasury**

The IFMIS Department of the National Treasury operates the IFMIS system as well as the existing Oracle based procure to pay module. The envisaged e-GP system should interface with the IFMIS system at different transaction events in the e-Procurement process, mainly to secure the budget for the procurement packages, updating the expenditure through procurement, keeping track of the payments to the contractors and suppliers.

### **d) Kenya Revenue Authority (KRA)**

e-GP system should interface with the iTax system of the KRA and retrieve and validate the bidder's company information, their validity, and tax clearance related information.

### **e) Financial Institutions**

Commercial Banks and Insurance Companies may play a significant role in e-Procurement, and need to be interfaced with the e-Procurement system to carry out financial transactions. The Financial Institutions role in public procurement stems from its banking role for matters regarding payments, bid securities and guarantees.

### **f) Business Registration Service**

The Business Registration Service under the Office of Attorney General and Department of Justice in Kenya is in charge of the registration of all businesses and companies in Kenya. This role involves the issuance of foreign firms that are establishing a local branch with the certificate

of compliance, issuing local businesses their certificates of incorporation, as well as offering the certificate of registration to partnerships and sole proprietorships. All firms are then required to be registered with the Kenya Revenue Authority, and the National Social Security Fund (NSSF). Furthermore, the firms are required to obtain business permits from the County Government according to the type of business.

#### **g) Bidding Community**

The Contractors, Suppliers, and Consultants participate in the public procurement proceedings and engage in the procurement process through supplying goods, works, and services to procuring entities. Their interest lies in participating in a transparent, efficient, fair and competitive procurement process so as to meet their business goals.

#### **h) Procuring Entities (PEs)**

The PEs are responsible for managing the procurement process on behalf of government and ensuring that public procurement is executed in a transparent, efficient, fair and competitive manner that meets all stakeholder expectations.

#### **i) Attorney General**

A procuring entity shall seek legal advice or clearance from the Attorney-General for the contracts. Send Contract to the Attorney General for contracts above 5 Billion Kenyan Shillings and also before terminating a contract under the Act or these Regulations.

#### **j) General Public and Civil Society**

The general public and civil society engage in the procurement process through monitoring the use of public resources in public procurement.

#### **k) Public Procurement Administrative Review Board**

The Administrative Review Board is a Board provisioned under the PPADA, 2015 to review the appeals lodged by the bidders and procuring entities to encourage fair, competitive, transparent and ethical public procurement practices.

### **1.3 Business Objectives of the Assignment**

Public procurement is a key aspect of public administration that links the public financial system with social and economic outcomes, and as such is a major determinant of the effectiveness of the government, and of the quality of public services and infrastructure.

The major objectives of the assignment, without any limitations, to the detailed requirements, is to:

- a) Develop a standalone end-to-end e-Procurement System which will make the procurement process more efficient, leveraging the ICT technologies with a higher level of trust from the business sector and the public at large, demonstrating fairness, value for money, open competition, and accountability.
- b) Provide a unitary procurement platform with the capabilities to carry out complete public procurement processes and supporting services electronically.
- c) To enhance decision-making capabilities of procurement officials by providing meaningful and comprehensive procurement information
- d) To improve financial planning and budgeting
- e) To improve transparency and accountability in procurement procedures and practices

- f) To bring efficiency throughout the procurement process and minimize the procurement cycle time.
- g) To foster and encourage participation and promote competition among suppliers.
- h) To harness economies of scale through demand aggregation and maximize value for money in government procurement.
- i) To enhance citizens' and businesses' confidence in the government procurement process and the utilization of public funds.
- j) To ensure confidentiality, integrity and authenticity of all transactions and data between the procurement entities and the suppliers,
- k) To enhance the management of procurement records and information
- l) Eliminate the human discretion in procurement proceedings, process and decisions through the standardization and automation of the processes, and
- m) Enhance the level of accountability, integrity in the procurement sector through the automated enforcement of authority, rules, responsibilities and functional access in-line with the prevalent legislation of the country.

## 2. Technical Requirements

### A. Acronyms Used in the Technical Requirements

#### i) Acronym Table

**Note:** Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

The Following are the organizational and technical acronyms applied in this section

S/no.	Term	Explanation
1.	AG	Attorney General
2.	AO	Accounting Officer
3.	Bps	Bits Per Second
4.	Cps	Characters Per Second
5.	DBMS	Database Management System
6.	DOS	Disk Operating System
7.	Dpi	Dots Per Inch
8.	Ethernet	IEEE 802.3 Standard LAN Protocol
9.	GB	Gigabyte
10.	Hz	Hertz (Cycles Per Second)
11.	HoP	Head Of Procurement

S/no.	Term	Explanation
12.	IEEE	Institute Of Electrical and Electronics Engineers
13.	ISO	International Standards Organization
14.	KB	Kilobyte
15.	Kva	Kilovolt Ampere
16.	LAN	Local Area Network
17.	Lpi	Lines Per Inch
18.	Lpm	Lines Per Minute
19.	MB	Megabyte
20.	MDB	Multilateral Development Bank
21.	MTBF	Mean Time Between Failures
22.	NIC	Network Interface Card
23.	NOS	Network Operating System
24.	OCDS	Open Contracting Data Standard
25.	ODBC	Open Database Connectivity
26.	OLE	Object Linking and Embedding
27.	OS	Operating System
28.	PCL	Printer Command Language
29.	Ppm	Pages Per Minute
30.	PS	Postscript -- Adobe Page Description Language
31.	RAID	Redundant Array of Inexpensive Disks
32.	RAM	Random Access Memory
33.	RISC	Reduced Instruction-Set Computer
34.	SCSI	Small Computer System Interface
35.	SNMP	Simple Network Management Protocol
36.	SQL	Structured Query Language
37.	TCP/IP	Transmission Control Protocol / Internet Protocol
38.	V	Volt

S/no.	Term	Explanation
39.	WLAN	Wireless LAN
40.	PKI	Public Key Infrastructure

## **B. Functional, Architectural and Performance Requirements**

### **i. Legal and Regulatory Requirements to be met by the Information System**

The Information System **MUST** comply with the following laws and regulations but not limited to:

- a) Constitution of Kenya 2010.
- b) The Public Procurement and Asset Disposal Act (No. 33 of 2015)
- c) The Public Procurement and Asset Disposal Regulations, 2020
- d) Data Protection Act, 2019 – Other international standards on data protection
- e) Computer Misuse and Cybercrimes Act, 2018
- f) National Information Communication and Technology (ICT) Policy and Guidelines 2020
- g) Public Finance Management Act 2012
- h) Public Finance Management Regulations (the National and County Governments) 2015
- i) Executive Order No 2 of 2018
- j) Kenya Information and Communications Act 1998 (rev 2012)
- k) National ICT standards 2016 (rev 2020)
- l) ISO 27000 standards.
- m) Strategy for the Implementation of E-GP System, 2020

**ii. Firm Capability Requirements**

This Section provides detailed clients requirements on adequacy in quality of the proposed methodology, qualification and experience of the technical team and transfer of knowledge and training programs as provided in **SECTION III – EVALUATION CRITERIA, (No 4a – firm capability)**.

Tenderers are required to indicate whether they comply/not comply on each parameter with detailed substantiation on how the proposed solution meets these requirements. (Simply writing as YES/ Complied is not allowed).

**The requirements shall be evaluated against the rated criteria provided in SECTION III – EVALUATION CRITERIA, (No 4a – firm capability).**

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
1	Implementation Methodology	<p>The tenderer should also provide details proposal on the implementation methodologies, understanding of the client's technical requirement and project deliverables. The proposal should include;</p> <p>Understanding the terms of reference, providing brief comments in each of the system implementation components.</p> <p>Technical approach and methodology in response to the client's requirements.</p> <p>A detailed description of the approach the tenderer will use for implementing their proposed <i>e-GP</i> solution.</p> <p>Clearly demonstrating how your proposed solution shall meet the desired outcomes as detailed in the client's requirements.</p> <p>Risk register and risk management plan</p>		
<b>Implementation Schedule</b>				
2	Work breakdown	<p>Time to complete the implementation of the Solution from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: <b>18 months</b>.</p> <p><b>No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected.</b></p> <p>The work breakdown structure (deliverables) in the Implementation Schedule (<i>see implementation schedule forms</i>) should be sufficiently detailed to facilitate careful management of the Contract. Tenderer should ensure that the following areas (not limited to) are covered;</p>		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		Preparation Business Process Re-engineering (BPR) Design Development and Integration System Testing and Quality Assurance Data Migration Training User Acceptance Testing Piloting Full roll out Support and maintenance		
	<b>Technical Team</b>			
<b>3</b>	<b>Requirements of the Supplier's Technical Team</b>	The Tenderer shall provide a list of technical team who are competent to deliver the proposed solution as stipulated in the personnel requirements. <b>The Tenderer must provide Copies of CVs signed by the firm and the individual, and attach certified copies of certificates certified by commissioner for oaths or notary of oaths.</b> The team should include, but not limited to the following:		
<b>3.1</b>	<b>Project Manager /Team Leader</b>	<b>Qualifications and skills</b> At least 10 years' experience in project management.  Experience of having implemented five (5) ICT system projects of similar scope, magnitude and complexity, each with at least 8 modules; in the last 10 years. At least one of the projects being implemented in the public sector, with procurement as one of the functionalities.  A Bachelor's Degree in IT or related fields. (Information System, Computer Science, Computer Engineering, Software Engineering etc).		



Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		<p>A master's degree in IT or business related fields.</p> <p>Professional Certification in project management i.e PMP, PRINCE II or equivalent.</p>		
3.2	Business Analysts	<p><b>Qualifications and skills</b></p> <p>At least 8 years of experience in Business analysis.</p> <p>Experience of having undertaken five (5) ICT projects as a business analyst in the last 8 years.</p> <p>A degree in IT and/or business-related fields.</p> <p>Must have working knowledge of using Business analysis tools.</p> <p>Professional Certification in Business Analysis or related fields.</p>		
3.3	Database experts	<p><b>Qualifications and skills</b></p> <p>At least 8 years of experience in design, development, implementation and administration of databases.</p> <p>Give reference of at least five (5) projects undertaken in the last eight (8) years.</p> <p>A Bachelor's Degree in IT or related fields. (Information System, Computer Science, Computer Engineering, Software Engineering etc.)</p> <p>Professional Certification in database administration.</p>		
3.4	System Developers/ Programmers (QTY 4)	<p><b>Qualifications and skills</b></p> <p>At least 5 years of experience in design, development, implementation and administration of web-based systems.</p> <p>A Bachelor's Degree in IT or related fields. (Information System, Computer Science, Computer Engineering, Software Engineering etc)</p> <p>Give reference of a minimum of five (3) projects undertaken in the last 5 years.</p> <p>Professional Certification in programming languages or related certifications.</p> <p>Experience in integration.</p>		
3.5	System Security Experts	<p><b>Qualifications and skills</b></p> <p>At least 8 years of experience in implementation of system security.</p> <p>Give reference of a minimum of 5 projects undertaken in the last 8 years.</p> <p>A Bachelor's Degree in IT or related. (Information System, Computer Science,</p>		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		Computer Engineering, Software Engineering e.tc) Professional Certification in system security e.g. CISM, CISSP, etc.		
3.7	<b>Systems Administrator</b>	At least 8 years of experience in System Administration. Give reference of a minimum of 5 projects undertaken in the last 8 years. A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) Professional Certification in system security e.g. MCSA, Linux system Administrator, MCSE etc.		
3.8	<b>System Integrator</b>	At least 8 years of experience in integration, test and delivery of Enterprise Systems Give reference of a minimum of 5 projects undertaken in the last 8 years. A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) Professional Certifications in system integration (e.g Control System Integrators Association (CSIA), Certified System Integrator Professional C-SIP, Certified Systems Integrator (CSI), etc)		
3.9	<b>Solution Architect Engineer</b>	At least 8 years of experience in software architecture, Business analysis IT architecture. Give reference of a minimum of 5 projects undertaken in the last 8 years. A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) Professional Certifications in system architecture design		
3.10	<b>Quality Assurance Expert</b>	At least 8 years of experience in designing, developing and maintaining test cases and strategies for testing and quality assurance. Give reference of a minimum of 5 projects undertaken in the last 8 years. A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) Professional Certifications in system quality assurance. (Certified quality engineer, certified quality auditor, Certified Test Engineer (CSTE) Certified Software Quality Analyst (CSQA), Certified Associate in Software Testing (CAST), CMSQ (Certified		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		Manager of Software Quality		
3.11	Procurement Specialists/Experts	<b>Qualifications and skills</b> At least 10 years of progressive experience in undertaking public procurement and asset disposal operations and contract management. A Bachelor's Degree in Procurement/supply chain management or Business-related fields majoring in procurement/supply chain management. Professional Certification in Purchasing and Supply e.g. KISM, CIPS, or equivalent. Current Membership of a procurement professional body in good standing i.e. KISM, CIPS, or equivalent.		
3.12	Training and documentation Specialist	<b>Qualification and Skills</b> A degree in education, communication, sociology or any related social science qualification. 8 years of experience in content development, capacity building and program management. Have undertaken 5 projects in system documentation and curriculum development.		
3.13	Technical Team Numbers	The Tenderer is at liberty to propose additional staff competencies/ short-term specialists as deemed appropriate for the successful execution of the assignment to particularly meet the tight implementation schedule. The Tenderer shall avail the following technical team on site.		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response																								
		<table><tr><th>Role</th><th>Minimum required Number</th></tr><tr><td>Project Manager /Team Leader</td><td>1</td></tr><tr><td>Business Analysts/</td><td>1</td></tr><tr><td>Procurement Specialists/Experts</td><td>1</td></tr><tr><td>Database experts</td><td>1</td></tr><tr><td>System Developers/Programmers</td><td>4</td></tr><tr><td>Training and documentation Specialist</td><td>1</td></tr><tr><td>Security Experts</td><td>1</td></tr><tr><td>Systems Administrator</td><td>1</td></tr><tr><td>System Integrator</td><td>1</td></tr><tr><td>Solution Architect Engineer</td><td>1</td></tr><tr><td>Quality Assurance Expert</td><td>1</td></tr></table>	Role	Minimum required Number	Project Manager /Team Leader	1	Business Analysts/	1	Procurement Specialists/Experts	1	Database experts	1	System Developers/Programmers	4	Training and documentation Specialist	1	Security Experts	1	Systems Administrator	1	System Integrator	1	Solution Architect Engineer	1	Quality Assurance Expert	1		
Role	Minimum required Number																											
Project Manager /Team Leader	1																											
Business Analysts/	1																											
Procurement Specialists/Experts	1																											
Database experts	1																											
System Developers/Programmers	4																											
Training and documentation Specialist	1																											
Security Experts	1																											
Systems Administrator	1																											
System Integrator	1																											
Solution Architect Engineer	1																											
Quality Assurance Expert	1																											
4	Training and Training Materials																											
4.1	Training	a) In the implementation methodology, the tenderer will be expected to submit comprehensive plans on how to carry out multiple sets of training and knowledge sharing sessions from the start of the development, customization and implementation program. This will be a process of imparting knowledge and developing skills of the client employees to enrich their existing knowledge, skills and attitudes, and develop new ones.																										

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		<p>b)</p> <p>i) <b>Training of Trainers:</b> The tenderer shall conduct training of trainers to train the users on business functions of the e-GP system. The users will include Suppliers, Procurement Entity users, oversight and law enforcement agencies, development partners and financial institutions.</p> <p>ii) <b>Technical Training:</b> The e-GP System tenderer will provide system level comprehensive technical training to the Client's technical team on system developments customization, System administration, trouble shooting, data backup and restoration, and other technical aspects in the e-GP System. <b>The tenderer during the development and customization of the solution shall work side by side with the technical team of the Client. The tenderer shall propose the pre-requisite skills set that the technical team need to possess prior to commencement.</b></p> <p>iii) <b>Training Business Process Owners:</b> The tenderer will provide a comprehensive and hands on training to the business team on business functionalities of the e-GP System.</p>		
4.2	<b>Training Curriculum</b>	<p>a) The supplier is expected to develop training courses/curriculum and skills transfer programs for the following but not limited to;</p> <ul style="list-style-type: none"> <li>• <b>ToTs - 3 batches</b>, who will be equipped to train on all the business aspects of the e-GP system. The ToTs shall be required to take a final exam at the end of the course and be awarded a certificate on attainment of a set pass mark. The minimum number to be trained per batch is <b>ten (10) participants</b>. Each batch</li> </ul>		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		<p>will need approximate 160 hours. <b>The trainings should be done annually for the three-year contract period. The tenderer shall prepare a training report for every training conducted.</b></p> <ul style="list-style-type: none"> <li>• <b>Technical Team</b> – One batch comprising ten (10) participants shall be trained at the OEM training facility for a minimum of 160 hours. Further trainings shall be on the job training for the contract period. Monthly training reports shall be annexes of the monthly progress reports. The technical team shall be required to take a final exam at the end of the course and be awarded a certificate on attainment of a set pass mark.</li> <li>• <b>Business processes owners:</b> Two batches comprising ten (10) participants shall be trained on the business functionalities of the system for a minimum of 160 hours. Further trainings shall be on the job training for the contract period. Monthly training reports shall be annexes of the monthly progress reports. The business team shall be required to take a final exam at the end of the course and be awarded a certificate on attainment of a set pass mark.</li> </ul>		
4.3	Technical Skills Assessment	a) The Tenderer and the client shall conduct progressive assessments based on agreed methodology to determine the effectiveness of the training programme.		
4.4	Methods of Training and Skills Transfer	a) The Tenderer is expected to elaborate on their proposed training methods for skills transfer to ensure that the Client has enough internal capacity to maintain and use the System. b) The Tenderer is required to propose a knowledge transfer plan on the e-GP system.		
4.5	Administrator/Technical Training	a) The tenderer is expected to provide the training curriculum to be used to train IT technical staff on all aspects of the system including but not limited to ; development, database, security and troubleshooting. The tenderer shall train <b>ten (10)</b> technical staff in the following areas: database, security, application, of their proposed solution at the <b>Original Equipment Manufacturer (OEM)</b> training facility. The tenderer is expected to cover the travel and accommodation cost for any international training.		
4.6	Training	a) The Tenderer is expected to provide a methodology of evaluation of the training,		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
	<b>Evaluation</b>	learning and skills transfer. A report on the training conducted shall be prepared.		
<b>4.7</b>	<b>Training facility</b>	a) The client shall provide the training facility for the local ToTs trainings and cover the travel and accommodation cost for trainees. However, cost for trainers shall be covered by the tenderers.		
<b>4.8</b>	<b>Training materials</b>	<p>a) The Tenderer shall develop training materials illustrated in English and Kiswahili with screen shots of all user interfaces of the application. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by all category of users and ToTs in conducting future training. The bidder is expected to provide all trainees with training material in soft as animated videos, an e-book format and a printable version.</p> <p>b) These manuals shall include but not limited to;</p> <ul style="list-style-type: none"> <li>a. Supplier's manual;</li> <li>b. Procurement Entity's Manual;</li> <li>c. System administration Manual;</li> <li>d. Oversight Entities Manual;</li> <li>e. Technical Manual;</li> <li>f. Business Manual;</li> <li>g. User Guide/Help manual/FAQs;</li> </ul> <p>c) The Tenderer must maintain and update all documentation for any system changes performed by the Tenderer during the contract period and any negotiated extensions at no cost to the client.</p> <p>d) The Tenderer must agree that the Client shall have the right to copy all documents for necessary distribution.</p> <p>e) The Tenderer shall propose a method of ensuring efficient document control. The</p>		

Item No.	Item	Technical requirements	Complied/ Not Complied	Bidder's Detailed Response
		<p>Tenderer shall provide the details of a Knowledge Coordination Approach which indicates the specific formats (versions) and procedures for all documentation to be disseminated amongst the client project team.</p> <p>f) The Tenderer must ensure that a detailed User Guide is provided with the system. Context-sensitive Help screens (help narratives) within the system are also required.</p> <p>g) In addition to the full User Guide referenced above, the Tenderer will be required to provide a “Quick reference guide”, preferably in the form of a small booklet. The objective is to provide a structured, user-friendly, means to help a user perform a task. It is expected that this guide will focus on providing “how-to” essentials of the key everyday functions without the user having to peruse the main document.</p> <p>h) In order to ensure sustainability, it is expected that within the proposed twenty-four (24) months of post-implementation, knowledge transfer will be completed and identified ICT officials will be fully trained so that the client is able to maintain and operate the system independently without Tenderer support.</p>		
4.9	<b>Experienced trainers</b>	a) The Tenderer should have experienced trainers to be able to transfer knowledge to Client's staff. The Tenderer should provide a comprehensive Training Schedule detailing the training approach, methods and the expertise of the trainers.		



iii. **General Technical Requirements of E-GP System**

The General Technical Requirements presented in this section provides the underlying technologies and standard processes that are desired by the Client for development and installation, secure environment and seamless integration of the proposed solution.

Tenderers are required to indicate comply/not comply on each parameter with detailed substantiation on how the proposed solution meets these requirements. (Simply writing as YES/ Complied is not allowed).

As provided in **SECTION III – EVALUATION CRITERIA**, all requirements under General Technical Requirements shall be evaluated based on “1” and “0”. (“1” - **Representing Compliance**, “0” – **Not Compliance**)

The Tenderers Weighted Score (TW) for this section shall be calculated using the formula below;

**Tenderers Evaluated Score (T)**

**Maximum Score (M) = 70**

**Weighted Tenderer Score (WT)**

**Weight Score = 10**

$$WT = T/M \times 10$$

The Tenderers should provide detailed responses to the following technical requirements;

Item No.	Item	Technical requirements	Score	Complied/ Not Complied	Bidder's Detailed Response
1.	<b>Technology</b>	The system should be developed in the current trend technology and must have a capability to be hosted in all operating systems and devices without distortion of information and user interface. The system should support an administration module for the complete management of the total system.			
		The system should be user friendly, menu driven with extensive online help facilities. The system should have an extensive use of parameters and tables to minimize hard coding and to ensure that the system is flexible to enable the Client accommodate future changes.	1		

		<p>The tenderer must define the technology platform(s) to be used to fully deliver their proposed solution. This should include: -</p> <p>The proposed components of the system (Names and versions)</p> <p>The application development environment (Describe the programming language/technology of the system)</p> <p>The application server</p> <p>The proposed database</p> <p>Proposed Operating system</p> <p>open-endedness of the platform to allow integration with existing and upcoming systems</p> <p>The tenderer shall commit to install/setup the appropriate software, licenses and kits</p>	1		
		<p>a) Tenderer to describe the following architectures that will be embraced by the proposed solution</p> <ul style="list-style-type: none"> <li>• System architecture</li> <li>• Information architecture</li> <li>• Integration architecture</li> <li>• Infrastructure architecture</li> </ul>	1		
	<b>Front and Back end load balancing</b>	The proposed solution should have capability for front and back end load balancing to improve system performance and availability.	1		
<b>2.</b>	<b>Operating system</b>	<p>The proposed solution should run on Open Source Based Operating System.</p> <ol style="list-style-type: none"> <li>Latest stable version.</li> <li>Availability of support 24/7. OEM support must be included.</li> <li>OS shall be installed on a virtualized environment.</li> <li>Virtualized environment shall be provided to the successful Tenderer</li> <li><b>The proposed OS shall be 12 No. which are fully OEM subscription.</b></li> <li>The tenderer shall supply and support Operating System for the</li> </ol>	1		

		<p>following environment;</p> <ul style="list-style-type: none"> <li>▪ Development</li> <li>▪ Production.</li> <li>▪ Training.</li> <li>▪ Quality Assurance.</li> </ul> <p>Disaster Recovery.</p>			
<b>3.</b>	<b>System Landscape</b>	<p>The tenderer shall set up and support the following environments</p> <ul style="list-style-type: none"> <li>▪ Development</li> <li>▪ Production (primary site and secondary site)</li> <li>▪ Staging and Training</li> <li>▪ Quality Assurance</li> </ul> <p>Disaster Recovery</p>	1		
<b>4.</b>	<b>Functional Interface</b>	<ul style="list-style-type: none"> <li>a) The platform must be accessible in all the web browsers i.e. Microsoft edge, Safari, Opera, Google Chrome, Firefox etc</li> <li>b) The system should be web based</li> <li>c) The system should have a user friendly Graphical user interface</li> <li>d) Simple and Intuitive navigation between functions such as dropdown menu-driven options</li> <li>e) Automatic population of known fields to reduce data re-entry.</li> <li>f) Ability to print allowable documents</li> <li>g) Data validation and error checking facility.</li> <li>h) The ability for the system to set up various parameters that are user-specific (data classifications, formulas).</li> <li>i) The system should embrace a service-oriented architecture based on web technology standards and interoperable with open standards. Ability to allow for remote access to the System</li> <li>j) The ability for the system to grant access to users through a single sign-on/log-on facility.</li> </ul>	1		

		k) The system should interface with other applications.			
		l) The e-GP system user interface should be multilingual: <b>English and Kiswahili</b> as a minimum. Should have capability of inclusion of more languages	1		
		m) The Graphical user interface should allow for accessibility by persons with disability.	1		
5. 5	<b>PWD Accessibility</b>	<b>The Tenderer is encouraged to provide a proposal on accessibility and use of the system by persons with different categories of disabilities. It will be the responsibility of the client to implement the proposal.</b>	1		
6.	<b>Scalability and Performance</b>	<p>a) One of the fundamental requirements of the solution architecture to be provided is the ability for the system to scale up as and when new applications/modules and services are added and transaction volumes increase without compromising the performance of the overall solution.</p> <p>b) The solution should provide for Scale-Up and Scale out on the platform, Web Servers, Database Servers, Application Integration Servers, Business Intelligence (BI) and all other solution components.</p> <p>c) The solution must be adaptable and scalable with emerging technologies.</p>	1		
7.	<b>Availability</b>	a) The Solution should be designed to avoid single points of failure. The solution should have the ability to recover from failures, thus protecting against multiple component failures.	1		
8.	<b>Manageability</b>	<p>a) All the components of the system must be managed from a remote management station.</p> <p>b) Shall provide custom reporting of current and historical system performance parameters.</p> <p>c) Performance parameters to be tracked include resource utilization (CPU,</p>	1		

		Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.			
<b>9.</b>	<b>Architecture</b>	<ul style="list-style-type: none"> <li>a) The solution should support a multi-tier architecture with each tier fully independent.</li> <li>b) The solution should have the ability to integrate with Active Directory (for internal user authentication) and e-mail system and also provide a flexible API for system integration and application development.</li> <li>c) The solution should be modular allowing phased implementation of additional modules.</li> <li>d) The system should provide a modular facility to customize the document management interface to meet specific functional requirements.</li> </ul>	1		
<b>10.</b>	<b>Security</b>	<ul style="list-style-type: none"> <li>a) The ability for the system to grant access to users through a single sign-on/log-on facility. Login, password and user settings are limited to administrator role and define password length, strength, configuration and alerts to change password after a defined period. Limit the number of log in attempts</li> <li>b) Different confidentiality settings for groups and individuals to be managed by the administrator.</li> <li>c) Modern threat protection, customizable content controls and an intuitive web-based console.</li> <li>d) Configure violation alerts to warn users</li> <li>e) Two factor Authentication for users.</li> <li>f) The system must support extensive audit trails at folder/aggregation of records level to the lowest object level for each action done by a particular user by stamping the username, date and time. The system should ensure that the audit trails remain unalterable and this function should be fully handed over to the client.</li> </ul>	1		

		<p>g) Audit trail on Users, functions accessed with details of transactions should be posted to a secure log file both within the system and an offsite location that is only accessed by a designated staff.</p> <p>h) Maintain Disk Storage of Audit Trail Log file (log password reinstructed).</p> <p>i) Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained.</p> <p>j) The system should have adequate data entry security controls, validation, check digit, etc.</p> <p>k) The system should restrict log in to one device at a time and log in to one browser at a time on the same device</p>			
<b>11.</b>	<b>User Authentication</b>	<p>a) Each user must be authenticated with a unique user-id / username, password and one-time log in code generated by the application while logging on the application. The User IDs / Usernames should be case sensitive.</p> <p>b) User accounts will be managed in two ways:</p> <ul style="list-style-type: none"> <li>• All PE's e-GP System Administrators shall be created by the E-GP Administrator at The National Treasury.</li> <li>• Each PE e-GP System Administrators shall create the users in their respective PE's.</li> </ul> <p>c) User accounts management activities include but not limited to new user creation, user maintenance, and user authentication (during login).</p> <p>d) All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g. via an e-mail account or SMS.</p> <p>e) The system must prompt users to change their passwords the first time they log on to the application.</p> <p>f) The system must support password expiry features with a configurable</p>	1		

		<p>frequency. This should be parameterized to allow flexibility in adjusting this value as required.</p> <p>g) The system should not support automatic logins to guard against brute force attacks. The login page should include a code generating mechanism. The system shall generate a code at log in. The code shall be sent to the registered e-mail or SMS through a registered mobile phone number The code shall be entered on the log in page to grant authentication.</p> <p>h) The system should not support automatic logins to guard against brute force attacks. The login page should include a code generating mechanism. The system shall generate a code at log in. The code shall be sent to the registered e-mail or SMS through a registered mobile phone number The code shall be entered on the log in page to grant authentication.</p> <p>i) The system must implement the following Password Strength Controls: Passwords should have a configurable minimum and maximum lengths Password must meet a configurable combination of the following 4 complexity rules:</p> <ul style="list-style-type: none"> <li>• at least 1 uppercase character (A-Z).</li> <li>• at least 1 lowercase character (a-z).</li> <li>• at least 1 digit (0-9).</li> <li>• at least 1 special character (punctuation)</li> </ul> <p>j) These password features should be configurable to support future complexity requirements.</p> <p>k) During password change, if the new password doesn't comply with the complexity policy, the error message should describe EVERY complexity rule that the new password does not comply with.</p> <p>l) The solution should implement a secure self-service password recovery</p>			
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		<p>mechanism in the event the user forgets their password using verification of existing parameters</p> <ul style="list-style-type: none"> <li>m) Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting.</li> <li>n) The login page and all subsequent authenticated pages must be exclusively accessed over Transport Layer Security (TLS). All active sessions must be encrypted.</li> <li>o) The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required. An auto generated alert should be sent to the users some set days before the account is de-activated.</li> <li>p) The password must be changed after a configurable duration. This should be parameterized for flexibility. An auto generated password change alert should be sent to the users some set days before the password expires</li> <li>q) The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required.</li> <li>r) The solution should respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid.</li> <li>s) The solution must expire a user account after the session has been idle for a configurable duration. This should be parameterized to allow flexibility in adjusting this duration as required.</li> <li>t) The solution should support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's</li> </ul>			
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		<p>password, user's email, or before performing sensitive transactions. The function(s) requiring re-authentication should be configurable/determined.</p> <p>u) The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required.</p>			
12.	<b>Security plan</b>	<p>a) Tenderer are required to propose a comprehensive security plan for the E-GP System taking into account, user, application and database-level security for the system platform to include but not limited to:</p> <ul style="list-style-type: none"> <li>• User Authentication.</li> <li>• Logging &amp; Auditing</li> <li>• Session Management</li> <li>• Session Expiration: etc</li> <li>• Firewalls</li> <li>• Business Operations i.e. Tender opening, Bid Security, Financial Bid submission, Document storage, Evaluation, disposal, etc.</li> </ul>	1		
13.	<b>Confidentiality</b>	<p>a) The system must ensure that data is accessible only to those authorized to have access.</p> <p>b) Access to the server resources must be protected and authorized by the system to prescribed Actors/Roles as documented.</p> <p>c) All user account management functions must require re-authentication even if the user has a valid session id. Session should expire after configurable idle time.</p> <p>d) Time of changes to data must be recorded to the nearest second.</p> <p>e) Accountability. The system must maintain complete, secure records of</p>	1		

		actions that affect security. Such actions includes introducing new users to the system, assigning or changing the security level of a subject or an object and denying access attempts.			
<b>14.</b>	<b>System integration</b>	<ul style="list-style-type: none"> <li>a) Seamless Integration with all identified existing systems and allow for future integration.</li> <li>b) The solution/interface needs to be integrated with the back-end government Systems including IPRS, IFMIS, BRS, AGPO, iTax, the Payment Gateway, identified Ministry's Departments Counties and Agencies( MDCA's ) among others for effective transfer/retrieval of information to and from the backend applications. During the First Phase of the implementation, only the above mentioned systems will be integrated.</li> </ul>	1		
<b>15.</b>	<b>Workflow</b>	<ul style="list-style-type: none"> <li>a) The tenderer shall automate all the processes defined in the business and functional requirements section.</li> <li>b) Develop workflow for each of the processes and allow for proper management of the same.</li> <li>c) The system should support authorized users to forward data for approval in a predefined route. Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to filter all my work, as completed work, overdue work, or pending work,,),</li> <li>d) The System should have a form generating facility which can be used to design and develop a data entry form to feed into the database .</li> <li>e) Creation of different action flags/codes (attributions) for different tasks with different automatic alerts e.g. e-mail, Short Message Service etc. or notification for pending work to officers</li> <li>f) The solution should allow for drill down of master data and give a clear overview of all attributions.</li> <li>g) The solution should havefor a comprehensive search engine.</li> </ul>	1		

		<ul style="list-style-type: none"> <li>h) The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the work is routed in the defined path.</li> <li>i) The system should support time and event based reminders and automatic escalations to relevant user after specified time intervals pending work items, completed items, items pending with specific users etc.</li> <li>j) The system should provide a facility for assigning tasks and deadlines for users in a work flow.</li> <li>k) The system should provide for the change of deadlines based on requests .</li> </ul>			
<b>16.</b>	<b>Documentation</b>	<p>The tenderer shall provide the following documentation during implementation but not limited to:</p> <ul style="list-style-type: none"> <li>a) System inception report</li> <li>b) Business process re-engineered report (as-is and to-be)</li> <li>c) System security plan Business Continuity Plan</li> <li>d) User manuals and FAQs (including online versions)</li> <li>e) Users Training Manuals</li> <li>f) System architectural document</li> <li>g) System Installation guide.</li> <li>h) Technical Manual</li> <li>i) Progress Reports</li> </ul>	1		
<b>17.</b>	<b>Notification</b>	<ul style="list-style-type: none"> <li>a) The system should have the capability of sending notifications through email, SMS, pop ups and dashboards to relevant users/stakeholders.</li> <li>b) The system must be configured to send system functionality changes (system updates) and availability alerts to the administrator and should have a self-healing feature in case of an error, and enable Error logging.</li> </ul>	1		
<b>18.</b>	<b>Business</b>	<ul style="list-style-type: none"> <li>a) Scheduled backup and real-time replication</li> </ul>	1		

	<b>continuity</b>	b) Have multi-user capability: with many users logging in at the same time –with unlimited number of concurrent users.	1		
		c) Run on Relational Database Management System	1		
		d) Provide Detailed Proposed Business Continuity Plan	1		
		e) Proposed training of users on Business continuity	1		
<b>19.</b>	<b>Language Support</b>	The e-GP system user interfaces should be multilingual with <b>English and Kiswahili</b> as a minimum.	1		
<b>20.</b>	<b>Reports</b>	a) The solution should generate reports in the prescribed format	1		
		b) Have an ad-hoc report writer/report generating tool that will enable the Client to design and tailor reports to meet specific reporting requirements. Such as: <ul style="list-style-type: none"> <li>• Ability to handle versatile reporting queries from staff.</li> <li>• Automatically refresh when the underlying data is changed.</li> <li>• Ability to configure the layout of standard reports.</li> <li>• Ability to transform existing data in a report into a chart or graph.</li> </ul>	1		
		c) Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.			
		d) The system should allow the reports to be exported to PDF, DOCX, CSV, Excel or Json, any other file format.	1		
		e) Ability to share generated reports directly via email	1		
		f) The system must provide comprehensive reporting facilities including: parameter-driven standard reports available from menu	1		
		g) Ability to retain and allow access of archived historical transactions for a specified period of time without affecting system processing capacity	1		
		h) Ability to develop custom menus and reports and assign to users to minimize and prohibit direct access to database records	1		
		i) The system should provide various dashboards on e-GP System-related information for different users. The system should allow the users to be able to customize their dashboards depending on the data needs	1		
		j) The system must provide a facility for output/reports to be directed either to a printer, screen or file and have the following fields:	1		

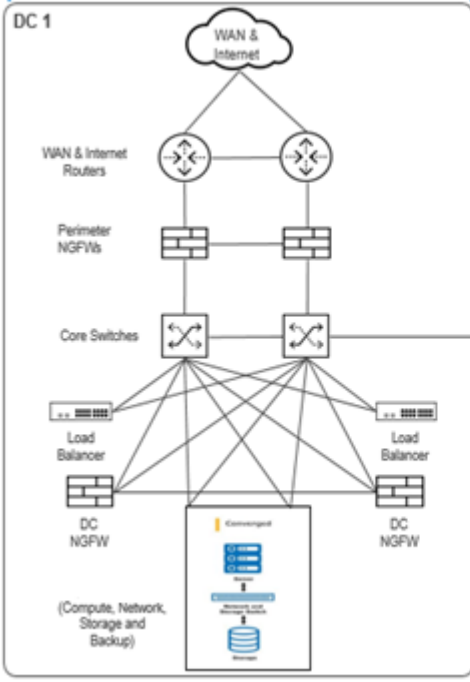
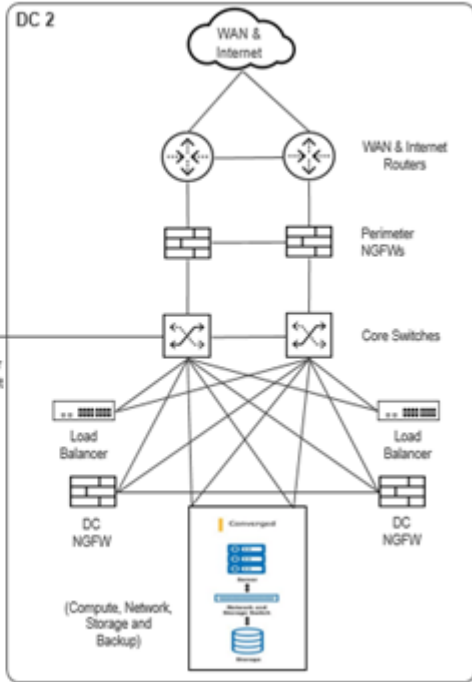
		<ul style="list-style-type: none"> <li>Title/description; Page numbering; End of report message; and Default spooling where output size exceeds user-defined limits. Item No, General Report features etc</li> </ul>			
		k) The bidder shall demonstrate that the platform has tools that provide easy to use wizards that will enable users to create customized reports. Users who perform this function will have to be trained on the use of the tools.	1		
<b>Architectural Requirements of the e-GP System</b>					
<b>21.</b>	<b>Architectural Requirements</b>	a) e-GP System architecture should be based on multi-tier design to achieve the following but not limited to <ul style="list-style-type: none"> <li>Service Orientation</li> <li>Multi-platform support</li> <li>Maintainability</li> <li>Interoperability</li> <li>Security</li> <li>Separation of Concerns</li> <li>Database Independency</li> <li>Performance improvement</li> <li>High-level usability</li> <li>High availability</li> <li>The tenderer should demonstrate that the solution architecture includes these requirements.</li> </ul>	1		
22	Enterprise Architecture:	a) The solution should be supplied and configured to implement enterprise architecture below. The Tenderer shall propose an appropriate system architecture guided by the diagram below.	1		

23	Configuration Architecture:	<p>a) The e-GP System MUST be supplied and configured to implement below configuration architecture;</p> <p>i) <b>Development environment</b> Environment for developing and first level (developer) testing of the system which is accessible to the developers, and system administrators.</p>			

		<p><b>ii) Quality Assurance(QA)/Testing Enviroment:</b> In this stage the developed product will undergo QA testing. The output of the fully tested product will be moved to production.</p> <p><b>iii) Training Environment:</b> Training for all users shall be conducted on this environment. Dummy data shall be loaded for training purposes.</p> <p><b>iv) Production Environment (Primary and Secondary)</b> Live system with real transaction data and information.</p> <p><b>v) Disaster Recovery environment</b> Same copy as production environment. Real time replication of the system in the production environment.</p>			
<b>24</b>	<b>Application Architecture</b>	The e-GP System should be supplied and configured to implement below application architecture but not limited to;	1		

		<p>The diagram illustrates the e-GP System Architecture. It is organized into four main horizontal layers:</p> <ul style="list-style-type: none"> <li><b>Channels:</b> At the top, there are two boxes: "Web browser" and "Mobile Device".</li> <li><b>Procurement Processes and Tools:</b> This is the central layer, enclosed in a rounded rectangle. It contains a 5x4 grid of boxes: <ul style="list-style-type: none"> <li>Row 1: Registration, Planning, Initiation, Bid Process Management</li> <li>Row 2: Bid Opening, Evaluation, E-Auction, Disposal</li> <li>Row 3: Framework Agreement, Administrative Review, Template Library, E-Payments</li> <li>Row 4: E-Catalog, Notifications, Rule Engine, Authority Matrix</li> <li>Row 5: SBD designer, Workflow Management, Contract Management, Performance Management</li> </ul> </li> <li><b>Reporting and Analytics:</b> At the bottom, there is a single wide box: "Management Information System and Analytics".</li> </ul> <p>On the right side, there is a vertical column labeled "Interfaces" (written vertically). It contains six boxes: IFMIS, iTax, Registrar's system, Payment gateway and Banks, Attorney General, Parastatal systems, and NCA, AGPO and other interfaces.</p>	
25	Hardware/Tec hnology Architecture:		<p>The e-GP System shall be configured to implement below hardware architecture;</p> <p><b>NB: The Client shall provide the hardware and virtualized environment for the implementation</b></p>



			<div><div>DC 1</div><div></div></div> <div><div>DC 2</div><div></div></div>		
26	<b>Performance Requirements of the e-GP System</b>	<div>a) Ability to smoothly manage a tender end to end with a <b>minimum of 500,000</b> Tenders annually and <b>at least 3000</b> concurrent users.</div> <div>b) Have the ability to integrate with the other systems like IFMIS, Business Registration Services System, i-Tax, Payment gateway, online banking, Integrated Population Registration Services (IPRS/NIIMS), National Construction Authority System, Public Procurement Information Portal, AGPO and any other system as may be advised by the client</div> <div>c) The system once fully developed and tested will be rolled out in 10 PE's for a period of 1 year. During the 1 year of implementation in the 10 PE's the vendor will built capacity of public officers to fully onboard the rest of the PE's</div>	<div>1</div> <div>1</div> <div>1</div>		
	<b>Service Specifications</b>	The Tenderer <b>MUST</b> perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.			

27	<b>Detailed Analysis</b>	<p>a) The solution should be developed and customized , in compliance to the Public Procurement and Asset Disposal Act, 2015 and attendant Regulations 2020 and as specified by the client during analysis and System Requirement Specification (SRS) preparation phase.</p> <p>Any specification included in this bid document that is not clear should be clarified from the client during pre-tender meeting or at during validation of the SRS.</p> <p><i>Note: Suppliers shall not make assumptions.</i></p> <p>b) The Supplier shall develop the system test plan and test script in collaboration with the client, which will be used for testing the system.</p> <p>c) UAT shall be carried out for all public procurement and asset disposal functions and processes as provided for in the Bid Document.</p>	1		
28	<b>System Design</b>	<p>a) Based on the SRS, the Tenderer should develop System Design Document and prototype for approval by the client:</p> <ul style="list-style-type: none"> <li>• Software Design Description;</li> <li>• Interface Design Document;</li> <li>• Database Design Document;</li> <li>• Integration design document;</li> </ul>	1		
29	<b>Integrated System</b>	<p>a) The functional modules of the e-GP system shall have seamless communication and accessed through single sign on. The Tenderer shall provide detailed description of how the proposed system modules interoperate</p>	1		
30	<b>Software Customization / Development method</b>	<p>a) The Tenderer shall propose and provide a detailed development /customization method, technologies and tools for the E-GP System development process based on Open Standards and Open Architecture.</p>	1		
31	<b>System Integration (to other existing systems)</b>	<p>a) The Tenderer shall provide detailed integration plan of the proposed solution. The integration requirements should be agreed with the client during SRS phase</p> <p><i>The e-GP system should be integrated/ Interfaced with the following systems but</i></p>			

		<i>not limited to:</i> <ul style="list-style-type: none"> <li>• IFMIS;</li> <li>• Registrar's Business Registration System;</li> <li>• iTax;</li> <li>• Payment gateway/E-Citizen</li> <li>• Financial Institutions;</li> <li>• Integrated Population Registration Services (IPRS)/NIIMS;</li> <li>• Access to Government Procurement Opportunities;</li> <li>• National Construction Authority;</li> <li>• State Procurement Portal</li> <li>• State corporation's ERPs;</li> </ul>			
<b>31.1</b>	<b>IFMIS</b>	a) E-GP system should integrate with IFMIS in the following areas but not limited to; <ul style="list-style-type: none"> <li>• Budget allocation</li> <li>• Link with master item</li> <li>• Link with procurement plan</li> <li>• Automatic journal entries/General ledger transactions</li> <li>• Ring fencing of funds at the Purchase Order Level</li> <li>• Update contract details in IFMIS</li> <li>• Payment of suppliers/contractors/service providers</li> </ul>	1		
<b>31.2</b>	<b>Business Registration System</b>	a) E-GP should integrate with business registration system in the following areas but not limited to; <ul style="list-style-type: none"> <li>• Provider registration profile (reg. no., physical business address, shareholder information, business area, etc.)</li> <li>• Validity of the provider</li> <li>• Verification of the provider documents</li> <li>• Verification of existence of provider legality</li> </ul>	1		
<b>31.3</b>	<b>iTax,</b>	a) E-GP should integrate with tax system in the following areas but not limited to; <ul style="list-style-type: none"> <li>• Tax clearance certificate and details</li> <li>• Validity of Tax certificate</li> <li>• Verification of Tax compliance</li> </ul>	1		

31.4	Financial Institution	a) E-GP should integrate with financial institution systems in the following areas but not limited to; <ul style="list-style-type: none"> <li>• Receipt of fee paid</li> <li>• Bid security issuance and submission</li> <li>• Charging fee if any</li> <li>• Bid Security verification</li> <li>• Issuance of Performance Security</li> <li>• Release of Bid securities for unsuccessful tenderers</li> <li>• Issuance of Advance Payment security</li> <li>• Adjustment of performance security</li> </ul>	1		
31.5	AGPO	a) E-GP should integrate with AGPO in the following areas but not limited to; <ul style="list-style-type: none"> <li>• Verification of certificate issued to Youth, women and persons with disability</li> <li>• web service</li> </ul>	1		
31.6	NCA,	<ul style="list-style-type: none"> <li>• Verification of registered contractors</li> <li>• web service</li> </ul>	1		
31.7	State Corporations	<p>The Tenderer shall develop an integration framework that integrates the e-GP system with other existing e-procurement systems used by other government agencies.</p> <p>e-GP system is envisioned to integrate with other government systems through standard integration mechanism. The Tenderer shall be required to develop an integration mechanism that allows data exchange between systems by developing a standard API for data exchange. The commonly used ERPs included Oracle, Microsoft Dynamics, SAP</p>	1		
32	Data Conversion and Migration	a) The Tenderer shall provide tools and perform Data Conversion and Migration Services from the existing financial System(s) to the new system, but not limited to, the supplier database, common user items, and other re-usable standard data. The Tenderer should assess the data re-usability during the SRS phase. Existing database is Oracle 11R. b) The Client in collaboration with the Tenderer shall undertake data cleaning.	1		
		<b>Documentation Requirements</b>			

33	<b>End-User documents and technical documents:</b>	<p>a) Complete and up-to-date End- User, Technical and Training documents shall be provided in following soft copy formats / mediums:</p> <ul style="list-style-type: none"> <li>• in ‘.pdf’ printable format current portable device</li> <li>• as an editable document (in ‘.doc’ or ‘ODF’ format) on current portal device</li> <li>• In e-book format</li> </ul> <p>b) Documents shall be in English and Kiswahili. The documents need to be concise, unambiguous, clear, explicit, and use good, simple language.</p> <p>c) Documents need to adequately describe all the functionalities and operations of the applications and illustrate these through animations, interactive videos, pictorial, graphical, screenshots presentation where required.</p> <p>d) Documents need to have comprehensive indexes to facilitate quick reference.</p> <p>e) Final versions of the documents need to be available to the users prior to the commencement of User and Technical training of the system. The tenderer shall ensure documents versions control.</p>	1		
		<b>Standard Software Specifications</b>			
34	<b>Enterprise Database Software</b>	<p>The tenderer is required to supply and install a database that is compatible with their proposed solution or OEM recommended database.</p> <p>The e-GP System shall be based on open-source database in line with the National Information Communication Technology (ICT) Policy and Guidelines 2020, and the National ICT Standards, 2020. The database shall have the following features, but not limited to; -</p> <p>Latest stable version/release of the DBMS.</p> <p>Provides high-level data security, integrity and consistency.</p> <p>Provides advanced database administration with graphical user interface tool</p> <p>Based on Industry standards.</p> <p>Capable of storing large amounts of data. This system must be able to handle</p>	1		

		<p>huge number of records and transactions.</p> <p>Support industry standard Structured Query Language (SQL) for data definition, data manipulation as well as database queries.</p> <p>Safe and predictable data manipulation with ACID properties, transaction execution, industry strength, high reliability, and data integrity.</p> <p>Supports full replication, backup, recovery, clustering, performance tuning and load balancing.</p> <p>Availability of 24/7/365 Support. OEM support should be included.</p> <p>Systems data structure, data dictionary, and data definition language must be fully portable to other DBMS systems without causing any disruption or change in the systems interface. It should be seamless to the end-user.</p> <p>Database Development tools should address the ad-hoc reporting methods and must have easy query building capabilities.</p> <p>Provide database administration tool for database tuning, backup and recovery</p>			
35	<b>Electronic Document and Records Management System</b>	<p>The tenderer is required to supply and install a electronic documents and records management system (EDRMS) that is compatible with their proposed solution or OEM recommended.</p> <p>All E-GP system modules will tie into a central file management system that will convert all related electronic documents into common formats and store them centrally, so that they can be accessed by multiple modules and other applications.</p> <p>Should comply to Public Archives, Records and Documentation Act, 2019, Public Procurement and Asset Disposal Act, 2015, various open standards such as Web Distributed Authoring and versioning (WebDAV), Content Management Interoperability Standard (CMIS), Open Document Management API (ODMA), Business Process Modeling Notations (BPMN), Business Process Execution Language (BPEL), Workflow Management Coalition (WFMC).</p> <p>Should be able to store, retrieve and view files in their native format without a need to have the applications that generated the file present.</p> <p>Should be incorporated as seamlessly as possible into the e-GP system infrastructure.</p> <p>Should be built on a robust, scalable architecture supporting such requirements as, Multiple, large shared record and document repositories across multiple</p>	1		

		platforms. All components of the solution must be equally scalable and robust. Shall support separate Document/Image server for better management of documents and store only metadata information in database. Shall support Bulk Import of image and electronic documents. Upload system must have the ability to auto index documents at both folder and subfolder levels. EDRMS should integrate well with the provided workflow or have its own workflow.			
36	Search Engine	Advanced search facilities should be provided to all users of e-GP system. A predefined set of data be made available as search criteria, as well as option for end users to combine these criteria. Advanced Boolean logic operations (AND, OR, and their precedence) shall be provided, allowing users to execute refined searches. The system can allow users to define the fields used for displaying the results of a search and the sorting parameters used. Ability to select a particular search results and view its details. The system may utilize an external search engine in order to take advantage of the specialized features. Support for searching content stored within several popular types of documents (Microsoft Word, Microsoft Excel, PDF, and plain text).	1		
		<b>Testing and Quality Assurance Requirements</b>			
		<b>System Testing</b> The Tenderer shall propose in details an end-to-end testing and quality assurance plan, and methodology for the E-GP system. The Client expects the test plan to include, but not limited to:			
37	General	Create test cases, scenarios, scripts and test data. set up of the test environments and associated test data from an application perspective. all testing activities must conform to the requirements of defined Change Control procedures. Perform unit and system testing and document results. Perform integration, stress, and regression testing and document results. Perform data migration and data conversion tests. Review and approve results of all testing activities.	1		

		<p>Develop and conduct user acceptance, quality assurance (QA) testing and document results.</p> <p>Conducting and documenting user acceptance and QA testing.</p> <p>Review testing results to identify variances between documented requirements and provided functionality and usability.</p> <p>Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.).</p> <p>Correct defects identified during the testing efforts.</p> <p>Prepare application(s)/module(s) for migration into production environment.</p>			
38	<b>Unit Testing:</b>	The Tenderer will carry out unit testing on site to make sure each component and module of the system functions as designed.	1		
39	<b>Integration Testing:</b>	After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.	1		
40	<b>Load testing:</b>	Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration and load balancing.	1		
41	<b>Recovery Testing:</b>	One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.	1		
42	<b>Security Testing</b>	It is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software. The test should confirm the implemented system security specifications.	1		
	<b>UAT testing approach</b>				
43	<b>Usability Testing</b>	The client will test the navigation between interfaces, user-friendliness and interfaces of each workflow. Against this, if deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.	1		
44	<b>Functional Testing</b>	A complete end to end functional testing cycle will be performed. During the functional test, actual processes, and all key services provided by system will be	1		



		tested against the business requirement, (end to end) to see if the system meets the requirements as described in the bid document and stores data and generate reports properly.			
<b>45</b>	<b>Acceptance Testing</b>	An end to end functional and quality of service (including security, performance and robustness) will be completed by the Client for any component of the system sign- off.	1		

## **C. BUSINESS AND FUNCTIONAL REQUIREMENTS**

### **2. DETAILED FUNCTIONAL REQUIREMENT**

#### **2.1 Required modules**

The Government of Kenya has developed a Business Process Re-engineering (BPR) Document that documents all the required processes of the envisaged e-GP System. The existing processes were evaluated and TO-BE processes were discerned. This report is the outcome of the various interactions, which will be used for the implementation of the e-GP System. The e-GP System developer shall refer the document for the development of System Requirement Specification (SRS) and System Design Document (SDD), as well as for the configuration and customizing the e-GP System. During Tendering stage, the BPR document shall be used for reference and shall not form part of this Bid Document.

*Interested tenderers can download the BPR document from The National Treasury Website.*

a) The system should include the following major modules and functionalities but not limited to:

- e-GP Portal and module for the information publication based on open contracting data standards (<https://www.open-contracting.org/2018/07/18/new-guidance-including-ocds-electronic-procurement-projects/>) with geotagging
- Registration for bidders and registration of Procuring Entity users and other administrative, oversight, complaint handling, monitoring and analysis, and management users.
- User-specific administrative dashboards with comprehensive bidder profile as well as all other users' profile.
- e-Planning and Management of different types of planning
- e-Publication of notices and management
- e-Bidding (covering all types of procurement and disposal methods supported PPADA 2015 and Regulations 2020 for Kenya)
- e-Auctioning (Forward and Reverse)
- E-Catalogue
- Framework Agreements and their management
- e-Evaluation
- e-Awards of procurement contracts
- Comprehensive Contract Management system
- Store Management
- Supplier performance management
- Complaints Management System and management of Administrative Reviews
- e-Procurement Management Information System (e-PMIS) with Business Intelligence tool for Reporting and analytics
- User Activities audit log and System Audit trails
- Online Help.
- Integrate/Interface with existing E-Systems: for budgeting IFMIS, iTax, Business registration, Banks, key Parastatal systems, and other relevant systems and services, and

- Tools like, Standard Bidding Document Designer, Highly Configurable Workflow Management Engine with authority, responsibility, red-flags, and role registers, Rule Engine, and electronic Document and Records Management systems.
  - Complaints management system
- b) Prepare comprehensive training manuals with visual screen shots of the 'how to' and develop training video for the various categories of e-GP system users.
- c) Conduct training and capacity building activities for the staff of the selected pilot sites, PPD staff, help desk and other stakeholders as identified by the PPD with the level of adequate detail to support their respective roles and responsibilities on the system.
- d) Conduct change management activities as required in the PEs.
- e) Phases of rollout shall be divided into two phases:
- i) Phase 1
  - ii) Phase 2

### **Phase 1**

- Registration
- Procurement and Disposal Planning
- Initiation of Procurement Process/Requisition
- e-Bidding System
- e- Purchasing: e-Framework Agreements and e-Quotation
- e-Contract Management
- e-Payment and e-Guarantee Management Module
- e-Procurement Management Information System (e-PMIS)
- Workflow Management
- Electronic Document Management System and Workflow Management System
- E- GP Portal: e-publication of data in compliance to the Open Contract Data Standard (OCDS).

### **Phase 2**

- Administrative Review
- Debarment
- E-Catalogue
- e-Reverse Auction
- Disposal/e-Auction
- Performance Management
- Compliance Management System

- Complaints Management System
  - Store Management module
- f) Delivery of the fully bug-free e-GP system according to the client's requirement. During the pilot phase, e-GP system shall be audited by the third party sourced by the Client and the Tenderer should fix the issues identified before starting nationwide roll-out.
- g) The system should be fully compliant with International Standards including Multi-Lateral Development Bank (MDB), OCDS among others.

## 2.2 Acronyms Used

No.	Term	Explanation
1.	AG	Attorney General
2.	AO	Accounting Officer
3.	DSC	Digital Signature Certificate
4.	ISO	International Standards Organization
5.	IFB	Invitation for Bid
6.	HOP	Head of Procurement
7.	LEB	Lowest Evaluated Bidder
8.	PE	Procuring Entity
9.	APP	Annual Procurement Plan
10.	GOK	Government of Kenya
11.	PU	Procurement Unit

## 2.3 Business and Functional Requirement

### 2.3.1 Requirement criteria

The business and functional requirements are prepared for the standalone and end-to-end e-Procurement system covering the entire public procurement and asset disposal process with required tools, functions and features using modern technologies.

**The client expects the fulfilment of the functions, procedures, tools and technologies provided in this Section for an off-the-shelf e-Procurement system with customization and development of functions and modules which are not in the off-the-self system.**

**Technical specification does not describe in detail functionality for the common tools and standard features as those are treated as the best practices and should be functioning with optimum quality and standard with maximum flexibility.**

Throughout the Business and Functional Requirements, Tenderers are required to indicate the LEVEL OF CONFORMITY of their proposed solution to the listed features. The level of conformity has been categorized as either “EXISTING”, “CUSTOMIZABLE” or “NOT SUPPORTED” The following table outlines the criteria used to categorize the requirement levels.

Level	Requirement Criteria
EXISTING	Indicating that the software in its standard form and without modification provides the feature
CUSTOMIZABLE	Requires modification/Customization Feature exist through a contracted third party
NOT SUPPORTED	Indicated that the feature cannot be met by the current system and does not constitute a viable modification.

All Requirements whether “EXISTING”, “CUSTOMIZABLE” or “NOT SUPPORTED” must be replied to by the bidder. The proposed solution should be a fully integrated solution (“vanilla”) as much as possible.

#### **Weight Scale**

The following weights will be applied to detailed technical specifications requirements sections:

- **EXISTING** requirements carried weight of **3**.
- **CUSTOMIZABLE** requirements carried weight of **2**.
- **NOT SUPPORTED** requirements carried weight of **0**.

The Tenderers Weighted Score (TW) for this section shall be calculated using the formula below;

**Tenderers Evaluated Score (T)**  
**Maximum Score (M) = 1,539**  
**Weighted Tenderer Score (WT)**  
**Weight Score = 40**

$$WT = T/M \times 40$$

### **2.3.2 Technical Requirement**

#### **1. The Registration Process**

In order to access relevant information and to carry out transactions on the e-GP portal, users are expected to register in the system. User consist of but not limited to the following;

- Government Users from procuring entity,
- Oversight agencies (PPPD, PPRA, Attorney General, Administrative Review Board, Auditor General
- Procurement/Disposal Agencies
- Bidders
- Banks
- Development Partners

*Individuals/ Companies not registered on the system shall be able to view publicly available information, such as invitation to bids, bid openings amongst others as determined by the PPADA, 2015*

The e-GP System should cater for trust and authentication methods for all system users (national and international users-based environment) and apart from general user name and password, the e-GP System should cater for Two factor authentication that include, but not limited to, random security code (Captcha Codes) and e-mail/ mobile phone based One Time Password (OTP) for any login or related activity.

**Authentication method should be agreed with the client during SRS and SDD stage of the e-GP implementation.**

## 1.1 Government User Registration and Management

Req No.	Functional Requirements Description	Bidder's response	Reference page in the bidding document
<b>No.</b>	Government User Registration and Management		
<b>e-GP System Administrator</b>			
<b>REQ 1</b>	The system shall allow for the creation of an e-GP System Administrator who will manage the registration for all e-GP Government Users that is, e-GP Procuring Entity (PE) system administrators, Oversight Agencies, Development Partners, Procurement Agencies.		
<b>REQ 2</b>	<p>The e-GP System Administrator shall be responsible for the creation of PEs/ Lead Agencies for framework agreement (Name, parent agency, Geocode and address, etc.) as well as respective e-GP PE Administrator and their alternate, who shall be formally appointed by their respective organizations.</p> <p>Details to be captured while creating the accounts to be captured include but are not limited to name, employee ID, role in the PE, Email ID, mobile number, National ID number, First name, Middle name, Last name, Prefix, Gender, Phone number, User PE, User designation, Username, Date added.</p> <p>The system shall auto-generate a one-time password which shall be sent to the email or Phone number of the e-GP user who has been created.</p>		
<b>REQ 3</b>	The system shall allow the e-GP system administrator to assign user access to undertake specific functions for a defined period of time.		
<b>REQ 4</b>	Validate, approve and manage bidders' registration		
<b>REQ 5</b>	The E-GP System administrator shall be able to create and edit Workflows and manage them.		
<b>Oversight Agencies</b>			

<b>REQ 6</b>	<p>The system shall allow the e-GP system administrator to create e-GP users for Oversight Agencies defined above and their respective profiles. These include:</p> <ul style="list-style-type: none"> <li>• The National Treasury shall have access to the e-GP System for use as a procuring entity (PE) as well as overall administration of the e-GP System.</li> <li>• Attorney General shall use as a procuring entity (PE) as well as review and approve contracts as required by the Kenyan legislation;</li> <li>• Office of the Auditor General shall use as a procuring entity (PE) as well as have access to the e-GP System for audit purposes.</li> <li>• Administrative Review Board shall review and resolve the complaints lodged by bidders</li> <li>• PPRA shall use as a procuring entity (PE) as well as monitor and evaluate the performance of the procuring entities, generate and publish periodic statutory and ad-hoc analytical and periodic reports, prepare and update Standard Bidding Documents (SBDs) and templates, and execute other procurement related mandates through e-GP System.</li> <li>• The role of EACC and DCI is to use the system as a procuring entity (PE) as well as undertake investigation of procurement transactions as and when required.</li> </ul>		
<b>Procuring Entity (PE) System Administrator</b>			
<b>REQ 7</b>	<p>The system should allow the editing of a PE with the following fields but not limited to; PE name, Category, Code, Abbreviation, PE type, Website, Address, Telephone, Email, Date created;</p> <p>The system should also allow creation of PE branch information including the following information but not limited to; PE, Branch name, Branch Short code, Address, contact information and contact person.</p> <p>Further to this, the system should also allow the e-GP PE System Administrator to create users, roles and assign privileges to users in a PE as provided for in the PPADA, 2015 and Regulations 2020,</p>		
<b>REQ 8</b>	The e-GP PE System Administrator should be implemented as a role in the system and system should allow the e-GP PE System Administrator to detach a particular		



	user from the role and assign another user to this role. This would be the case in instances where the user is transferred from one PE to another or when the user leaves the PE.		
<b>REQ 9</b>	Any PE should have only one e-GP PE system administrator at any one time and in the event that PE system administrator is not available, activation of the vacation/alternate rules will be required.		
<b>REQ 10</b>	System shall allow the e-GP PE system administrator to deactivate a specific e-GP user within a PE.		
<b>REQ 11</b>	<p>The system should enable the e-GP PE system administrator set privileges for the e-GP users they create.</p> <p>The system should also enable the e-GP PE system administrator to allocate any of the e-GP Users to a certain role as provided for in the PPADA 2015, Regulations based on:</p> <ul style="list-style-type: none"> <li>• Procurement Process cycle – The user may work only on a prescribed bid response and access information only pertaining to the same</li> <li>• Function – The user may access only certain aspects of the bid such as entering technical specifications, entering financials etc.</li> <li>• Hierarchy – the user may only perform review of certain sections or may allocate other users to certain procurement processes etc.</li> </ul>		
<b>e-GP Users in PEs</b>			
<b>REQ 12</b>	<p>e-GP Users for a particular PE may include the Accounting Officer (AO), Procurement and Disposal Unit, Head of Procuring Unit, Evaluation Committee, Internal Auditor, Contract Manager, Head of User Department, Head of Accounts, monitoring and evaluation unit, ad-hoc committee etc.</p> <p>The e-GP PE System Administrator shall input the following details as part of the e-GP User registration:</p> <ul style="list-style-type: none"> <li>• Department ID/Name</li> <li>• Name of the user (Title, First, Middle &amp; Last name)</li> <li>• Employment Number</li> <li>• Designation</li> </ul>		

	<ul style="list-style-type: none"> <li>• Contact address</li> <li>• Contact numbers</li> <li>• E-Mail address</li> <li>• User creation confirmation from the PE</li> </ul>		
<b>REQ 13</b>	Upon registration of e-GP Users, the system shall generate notification which is sent to the e-GP Users in PE through e-mail or SMS along with the system generated One Time Password (OTP).		
<b>REQ 14</b>	<p>The system should prompt the e-GP user to login on the system with the created username as well as the OTP sent.</p> <p>Before accessing the system, the e-GP user should be prompted to change their password and this password should not be the same as the OTP and should conform to the criteria set in the system.</p>		
<b>Development Partners</b>			
<b>REQ 15</b>	<p>Development Partners shall have access to the system in order to undertake administrative reviews of procurements where applicable.</p> <p>The e-GP System Administrator shall register the details of the Development Partner E-GP System administrator as defined in the e-GP Users in PE's registration process above.</p> <p>The development partner's E-GP System administrator, shall be responsible for adding other EGP users in The Development partner's organization.</p>		
<b>Insurance Companies and Financial institutions</b>			
<b>REQ 16</b>	<p>The Insurance Companies and Financial institutions will have access to the system to facilitate issuance and verification of bid bond/securities, performance bond/securities and advance payment guarantee</p> <p>The e-GP System Administrator shall register the details of the Insurance Companies and Financial Institutions E-GP System administrator as defined in the e-GP Users in PE's registration process above.</p> <p>The insurance company and financial institution E-GP System administrator, shall be responsible for adding other EGP users in their respective insurance company and</p>		

	financial institution.		
<b>Procurement or Disposal Agents</b>			
<b>REQ 17</b>	<p>Sector specific procuring and disposal agencies and procurement agents shall have access to the system to undertake procurement activities on behalf of PEs.</p> <p>The e-GP System Administrator shall register the details of the Procurement or Disposal Agents E-GP System administrator as defined in the e-GP Users in PE's registration process above .</p> <p>The Procurement or Disposal Agents E-GP System administrator, shall be responsible for adding other EGP users in their respective Procurement or Disposal Agents.</p>		
<b>Local and International Bidders</b>			
<b>REQ 18</b>	<p>The role of the local and international bidders in the e-GP System shall be as follows:</p> <ul style="list-style-type: none"> <li>• Register on the e-GP Portal</li> <li>• Participate in the procurement process</li> <li>• Participate in execution of contracts</li> </ul>		
<b>Business and Technical Requirements</b>			
<b>REQ 19</b>	The system should allow each e-GP User to be associated to a unique identification number, which can be used by the audit trail functionality of the system, to record all user activities, and to identify the initiator/actor in each activity.		
<b>REQ 20</b>	The system should ensure that an e-GP User is given access to information related only to the PE profile with which that user is associated.		
<b>REQ 21</b>	In the registration of e-GP users, the system should allow for the generation of a One Time Password (OTP) sent to the user.		
<b>REQ 22</b>	The system shall maintain detailed audit trails for creation of e-GP users, approval of e-GP users, changes in e-GP user details, etc.		
<b>REQ 23</b>	<p>The system should allow definition of roles with different variations of the following privileges:</p> <ul style="list-style-type: none"> <li>• Viewing the approved budget (there should be interactions and interfaces with the IFMIS)</li> <li>• Create, Upload, edit Project and Procurement Plan.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Creation of Procurement Request Form.</li> <li>• Approval of Procurement Request Form.</li> <li>• Approval by the development partners where necessary.</li> <li>• Approval of Bidding Document.</li> <li>• Invitation for Bids.</li> <li>• Bid Opening Authority.</li> <li>• Bid Evaluation Authority.</li> <li>• Preparation of Purchase/Work Order/ Contract document.</li> <li>• Approval of Purchase/Work Order/Contract.</li> <li>• Issuing Contract/Letter of Award.</li> <li>• Updating Bill of Quantities (BOQ)/</li> <li>• Approval of Bill of Quantities (BOQ)/Readings etc.</li> <li>• Contract Management.</li> <li>• Other Supporting privileges (Payment, issue of contract completion certificates, bidder appraisal etc.)</li> <li>• E-Catalogue Management</li> <li>• Disposal.</li> <li>• Auditing.</li> <li>• And others as relevant to the procurement and contract management process</li> </ul>		
<b>REQ 24</b>	System shall facilitate allocation of any or a group or all of these privileges to the roles/users defined in the system.		
<b>REQ 25</b>	The combination of the rights above shall be agreed on during the System Design Phase.		
<b>REQ 26</b>	Users privileges shall be defined by the roles which are assigned to them.		
<b>REQ 27</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geo-tag should be captured, when recording location data of person, business entity, object of		

	procurement location, delivery and storage.		
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## 1.2 PE User Dashboard

This module of the e-GP System caters for PE user Dashboard.

Req No.	Functional Requirements Description	Bidder's Response	Reference page bidding in the document
<b>Dashboard</b>			
<b>REQ 28</b>	The system shall have a provision for settings icon, which will help the user view their profile. The profile shall have the following fields but not limited to: First name, Middle name, Last name, Prefix, Gender, Email address, Phone number, User PE, User group and Username. The user shall be able to change their password and the look and feel.		
<b>REQ 29</b>	The system shall have a provision for logging out and locking when left idle for a predefined period of time.		
<b>REQ 30</b>	The system shall have a provision for notifications icon and when viewing notifications, the menu shall have the following items but not limited to; Unread messages, Read messages, Starred messages and Trash messages.		
<b>REQ 31</b>	The system shall have a provision for dashboard over view which shall have the following items but not limited to; My information, Procurement Section (all projects and procurement plans, all Invitation to Tenders (ITT), ongoing and upcoming tenders, list of all Lowest Evaluated Bidder, Contract Section (all Contracts and all disposal contracts), Disposal Section (all disposal plans, all disposal ITT s and list of all disposal Lowest Evaluated Bids, Providers Section (debarred firms, internationally debarred firms, prequalified provider list), Report and Analytics Infographics Section, PE Section (manage branches), Help Section and online chat.		

<b>REQ 32</b>	The system shall have a snapshot section with highlights of the summary of the number of items in the project and procurement plan, published ITT's, published Lowest Evaluated Bidder,s and signed contracts in the selected financial year (provision for financial year drop down).		
<b>REQ 33</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geo-tag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		

### 1.3. Bidder Registration and Management

<b>Req No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>Bidder Registration and Management</b>			
<b>REQ 34</b>	Upon accessing the e-GP portal, the system should clearly guide a bidder to the registration module.		
<b>REQ 35</b>	Once bidder initiates the registration process, the system should display and seek acceptance from bidder on standard terms & conditions for registration with the e-GP Portal and usage. Failure to accept the terms and conditions should terminate the bidder registration.		
<b>REQ 36</b>	The system should ensure that the e-GP user fills in mandatory details for user registration. Detailed profile of the company can be entered at their own pace before participating in any bidding process.		
<b>REQ 37</b>	The system shall allow creation of a unique company profile against every Kenya Business Registration Number and Tax number. System shall also allow creation of a company profile for bidders registering from other countries.		

<b>REQ 38</b>	The system should allow a bidder to Register their company, and its users.		
<b>REQ 39</b>	<p>The system shall capture the following information through retrieving the data from Government databases (i-Tax and other electronic systems) or through data entry from the bidder for either company or joint ventures:</p> <ul style="list-style-type: none"> <li>• User Details and password.</li> <li>• Personal Identification Number (PIN) (when entered, tax compliance information, bidder company, directors, Business Registration information, and other details should be populated)</li> <li>• Name of the company or lead entity in a joint venture agreement,</li> <li>• Originating country/countries.</li> <li>• Type(s) of company (public, private liability limited, etc.).</li> <li>• Geo-code and Physical Address, telephone number, fax number, e-mail address and website address.</li> <li>• Trading License Certificate/Business Permit.</li> <li>• AGPO Registration Number (When entered, details and validity information should be populated).</li> <li>• NCA Certificate (Should be automatically populated).</li> <li>• Business Category (Type of Goods, Works, Services).</li> <li>• Type of Business (SMEs, Corporate, Owned by disadvantaged group- Youth, Women or PWDs) .</li> <li>• County information-location of business operations.</li> <li>• Bidders to choose how they want to receive information.</li> <li>• Powers of attorney for authorized signatories.</li> <li>• Any other legal or statutory requirements to be eligible bidder according to the Kenya PPADA 2015, etc.</li> </ul> <p>For the foreign bidders at least the following information should be captured:</p> <ul style="list-style-type: none"> <li>• Certificate of Registration/incorporation certified by the Kenyan Mission in respective countries of origin or respective mission in Kenya. A commissioner for oaths must also notarize the Certificate.</li> <li>• Valid tax Compliance certified by the Kenyan Mission in respective countries of origin or respective mission in Kenya. The Certificate must also be notarized by a commissioner for oaths</li> </ul>		

	<ul style="list-style-type: none"> <li>• Upload scanned copies of passports of directors notarized by a commissioner for oaths.</li> </ul> <p>The basic registration requirement within the registration form shall be as follows and the data shall be validated using existing system;</p> <ul style="list-style-type: none"> <li>• Business Registration Number</li> <li>• Personal Identification Number</li> </ul>		
<b>Bidders' Profile Section</b>			
<b>REQ 40</b>	<p>Bidders should prepare the bidder's profile before participating in any bidding process after the registration in the e-GP System.</p> <p>The information entered in this section will be re-used in different tendering processes, especially at the evaluation process. So the Bidder's profile should be up to date all the time.</p> <p>The system shall allow for the capturing and regular update of the following details related to the bidder's company in the bidder's detailed profile section:</p> <ul style="list-style-type: none"> <li>• Financial Capacity Information: Audited statements and audited turnover, Average turnover, credit line,</li> <li>• Details of the completed contracts with Project name, contract details, total contract amount and amount of the part of the activities carried out by the bidder, name and contacts of clients of the previous contracts and current contracts, start and completion date, certification of completion, contract site, key activities performed (with key words entered), role in the contract as lead or subcontract, own equipment, ongoing contract commitments, litigations if any.</li> <li>• Expertise of the company.</li> <li>• Number of full-time employees and temporary/part-time staff, structured CVs of staff as per sample provided.</li> <li>• licenses and details of license issuing authority (if document uploaded, metadata should be captured).</li> <li>• Years of experience in the current business.</li> <li>• Types of products (Goods / Works / Services) provided against e-catalog.</li> <li>• Names, national identity card/passport number and contact details the key individuals/ directors.</li> </ul>		



	<ul style="list-style-type: none"> <li>Details of lead company for subsidiaries.</li> </ul>		
<b>REQ 41</b>	The system should provide an option for the bidder to update their profiles by including details of sectors in which they operate, their business or area of business, product categories and the items that the bidder can offer to the government.		
<b>REQ 42</b>	The system should facilitate linking of these offerings to the e-catalog.		
<b>REQ 43</b>	<p>e-GP System should alert the Bidders to update any date or period dependent information, document etc. ahead of their expiry.</p> <p>The system should enforce adequate security when updating user profiles. Bidder's profile should be up to date before participating in any bidding process.</p>		
<b>REQ 44</b>	<p>The system shall clearly indicate if supporting documents are needed for any details provided in the company and facilitate the user to upload supporting documents with metadata. Such documents may include:</p> <ul style="list-style-type: none"> <li>Business registration certificates or any other international registration bodies.</li> <li>Trading license from local authorities or as applicable for international companies.</li> <li>Tax Clearance Certificates with expiry date if applicable or as applicable for international companies.</li> <li>Personal Identification Number (PIN) registration certificate or as applicable for international companies.</li> <li>Power of Attorney for authorized signatory (if digital signature is applied, power of attorney can be ignored).</li> <li>Certificates related to the type of business (e.g. contractor grading certificate if any (for works).</li> <li>SEI CMM or ISO certifications for IT companies, if required) etc.</li> <li>WHO certificate for pharmaceutical products etc.</li> <li>SME and any other certification and status information.</li> <li>Any other relevant document.</li> </ul>		
<b>REQ 45</b>	System shall facilitate/ensure that basic information is provided during the registration of bidder and shall facilitate updating additional information as sought post the registration process.		

<b>REQ 46</b>	The system should facilitate the bidder to digitally sign the application form submitted for registration.		
<b>REQ 47</b>	System shall not allow for the completion of a registration request without successful completion of online payment of registration fees, if applicable. System shall have provisions for enabling e-Payments as and when implemented and applicable		
<b>REQ 48</b>	<p>The person registering the company will be authenticated through the company registration system and must be one of the company owners or an authorised person. Such authentication shall be done using;</p> <ul style="list-style-type: none"> <li>• Personal ID/Passport</li> <li>• Company registration number</li> <li>• Other fields shall be auto populated</li> </ul> <p>System shall provide a transaction reference number upon saving the company profile. The bidder profile creation request and such reference number shall be used for tracking the status of the registration approval.</p>		
<b>REQ 49</b>	The system should send notifications to the e-GP System Administrator upon submission of an application by a bidder for verification, validation and activation.		
<b>REQ 50</b>	The system shall allow e-GP System Administrator to send an email or SMS notifications to the mobile number and/ or email address indicated during the request submission process for purposes of clarification or additional submissions required.		
<b>REQ 51</b>	The system should notify the bidder via email or SMS alert on confirmation of their registration.		
<b>REQ 52</b>	System shall allow the registration of bidders all year round. The validity of the registration shall be for a defined period of time and shall be Renewable on the expiry of the specified period.		
<b>REQ 53</b>	<p>The system shall provide alerts to registered bidders, a pre-defined number of days prior to the date of expiry of the validity of registration along with details of the process for renewal of the registration.</p> <p>System shall facilitate providing alerts to the users at time of log-in (as a pop-up message),</p>		

	through e-mail and/ or SMS.		
<b>REQ 54</b>	The system shall allow for the online renewal of a bidder's registration in accordance with the process and payment terms (if applicable) as prescribed by the GoK.		
<b>REQ 55</b>	Upon successful renewal, the system shall automatically use the user profile and allow the bidder to update the profile before saving it on the system.		
<b>REQ 56</b>	The system shall enable a user to withdraw their registration on a voluntary basis through submission of an online application using the related online form provided on the e-GP portal. The status of the user shall then be set to Inactive on the system.		
<b>REQ 57</b>	The system shall restrict submitting the withdrawal request if the user/business is currently participating in a bidding process (has submitted a bid). The supplier should not have existing live contracts.		
<b>Business and Technical Requirements</b>			
<b>REQ 58</b>	The bidder and company profile registration must be facilitated through a secured channel to ensure confidentiality of the data submitted by the bidders (through https).		
<b>REQ 59</b>	<p>The system shall have provisions for first time registration by a bidder on the e-GP Portal, the system should mandate registration using secured identity as prescribed by the The National Treasury.</p> <p>It could be using Digital Signature Certificate (DSC) if the PKI infrastructure is available for use by the time the implementation of the e-GP. In absence of DSC, the users should be authorized via user name, password, hash-based authentication mechanism, random security code (Captcha), National ID (for local users), Passport number (for international users) or any global ID of bidder available in international blockchain network or any other network, and/ or OTP for any transaction related activity.</p>		
<b>REQ 60</b>	<p>The system shall provide online forms for filling and submission by prospective users for enabling registration with the e-GP system.</p> <p>The user should be able to work in stages with partial save facility and resume work after some time as per their convenience.</p>		
<b>REQ 61</b>	The system shall allow for searching the business profiles database in the e-GP system to verify whether a profile for a company already exists.		

	The search functionality shall be provided using the company name and business registration number.		
<b>REQ 62</b>	<p>The system shall ensure that there is only one profile created against each business registration number and if a business registration number is provided, for which a profile already exists in the system, the system should alert the user and restrict them from proceeding with profile creation.</p> <p>The checks shall be on the basis of company name, business registration number, PIN as registered and existing in system, if any. PIN shall be mandatory for local companies.</p>		
<b>REQ 63</b>	The system shall display the minimum required information and supporting documents for successful registration on the portal.		
<b>REQ 64</b>	The system shall inform the bidder of a failure through an appropriate message and propose alternatives in case the same user, PIN number are already registered in the system.		
<b>REQ 65</b>	The system should allow the bidder to specify a username and password in line with the criteria set out in the system as part of their registration process.		
<b>REQ 66</b>	<p>The username of an individual shall be associated with the company profile of the bidder on whose behalf the registration request is submitted, and the bidder shall be allowed to perform any transactions only on behalf of such associated company in the system.</p> <p>If required, and upon submission of supporting documents, system shall allow for the deactivation of User ID associated with a profile and creation of a new user with a new User ID.</p>		
<b>REQ 67</b>	<p>The system shall allow for the management of the ‘status’ of a bidder the e-GP system with the following options (illustrative):</p> <ul style="list-style-type: none"> <li>• Active (allowed to bid provided the registered account have not suspended).</li> <li>• Suspended/Debarred for bidders who can no longer take part in public procurement. Suspension period should be specified.</li> <li>• Inactive (bidders whose account have been or e-GP System Administrator has made inactive because of breach of terms and conditions of e-GP system use and disclaimers)</li> </ul>		
<b>REQ 68</b>	In case of debarment of bidders, if approved by PPRA, the e-GP System shall change the		

	status of the bidder's profile to 'Suspended/Debarred'		
<b>REQ 69</b>	If bidder profile status is changed to 'Suspended/debarred or inactive', then the system shall restrict bidders and all its directors from participating in the procurement opportunities published on the system until the status is changed to 'Active'.		
<b>REQ 70</b>	Upon completion of the data entry, the system shall display the data entered by the user in a consolidated view for verification and confirmation by the bidder.		
<b>REQ 71</b>	The system shall display the errors/gaps, with clear pointers to the fields having gaps/errors, in the information provided by the bidder in each page before moving to the next page. The system shall ensure that such gaps/errors are addressed before moving to the next page in the registration process and also validates in compliance with the procurement legislation and rules set in the e-Procurement system.		
<b>REQ 72</b>	System shall allow for integration with the e-catalogue (as described in the e-catalogue module) to retrieve the item name/item number. Bidder shall provide the organizations experience details per item category in the e-catalogue.		
<b>REQ 73</b>	The system should facilitate interfacing with County Authorities systems for verification of bidder Trade Licenses.		
<b>REQ 74</b>	The system should generate the data and records in the format of Open Contracting Data Standards (OCDS) and also publish the relevant documents.		
<b>REQ 75</b>	Geo-tag should be captured, when recording location data of company, business entity, an object (site, store etc.) of procurement location, delivery and storage		

### 1.3.1 Bidder Dashboard

This module of the e-GP System caters for Bidder's Dashboard.

<b>Req No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>

<b>Dashboard</b>			
<b>REQ 76</b>	The system shall have a provision for settings function which will help the user edit their profile.		
<b>REQ 77</b>	The system shall have a provision for logging out		
<b>REQ 78</b>	<p>The system should allow for the secure login of bidders. Post-login, the bidders should be presented with a landing page that consist of information relevant to themselves. The landing page shall have various menu items, which include a dashboard. The dashboard shall include privileges assigned to the bidder and preferences expressed by the them in their 'settings'.</p> <p>Some illustrative privileges and preferences could be:</p> <ul style="list-style-type: none"> <li>• Renewal of registration</li> <li>• Tracking of bidding opportunities</li> <li>• Download of bid document for reference</li> <li>• Prepare draft bids and completion of bids online</li> <li>• Submission of bid and payment of transaction fees, if applicable</li> <li>• Raising a complaint for administrative review</li> <li>• Changing bidder details in the bidder's profile if new information is available</li> <li>• Withdrawal/Substitute bids of the bidder before expiry of the bidding period.</li> <li>• Bid Opportunities,</li> <li>• Public Q&amp;A with email notification to the PE and bidders in the process</li> <li>• Pre-bid Meeting Management</li> <li>• Access to past bidding history and documents.</li> <li>• Creating collaborating bidder users with different rights and privileges in the specific bidding process</li> <li>• Help and tutorials</li> <li>• Seeking of clarification</li> <li>• And other relevant functions, tools and information</li> </ul>		
<b>REQ 79</b>	The system shall allow the bidders to complete online payment for renewal of their account.		

<b>REQ 80</b>	The system shall allow for the online renewal of a bidder's registration in accordance with the payment terms as prescribed.		
<b>REQ 81</b>	The bidders should be able to sign up for alerts through email, SMS or notification in their workspace when a new Procurement opportunity is published in the e-GP portal which are in their areas of business interests.		
<b>REQ 82</b>	System should support creation of a consolidated task-list. The task list shall generate all the tasks pending for the bidder in various modules, with the current status and due date for completion.		
<b>REQ 83</b>	The system shall have a provision for notifications. The notification menu shall have the following items but not limited to; Unread messages, Read messages, Starred messages, Trash messages		

## 2. Procurement and Disposal Planning

### 2.1 Procurement planning

Following the annual budgeting cycle, user departments are invited to submit their procurement plans for consolidation by the Procurement Unit. The process is as follows:

- Preparation and submission of user needs by heads of user departments against an approved budget.
- Head of the procurement unit will verify and aggregate demands against the budget (capture 30% reservation to special groups, capture 20% to local contractors at county level). Verify additional from PM
- Approval of consolidated procurement plan by accounting officer.
- Allow for amendment of procurement plans after approval.
- Approval of procurement plans in case of emergency procurements.
- Approved procurement plan shared with IFMIS.

Any changes and updates to the annual procurement plan shall follow the same process for the approval. Until the APP is approved and available in the e-GP System, procurements cannot be initiated.

REQ No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
No.	Planning		
<b>Business Requirements</b>			
REQ 84	The system should have the ability to provide Annual Procurement Planning templates instructed by the PPRA and functional process for demand aggregation.  Templates shall detail out all necessary procurement information such as procurement types (goods, works, consultancy services, non-consultancy services). The system should support capturing of data into the system or uploading of batch files in the pre-defined format I .and aggregate them into the entity's annual consolidated procurement plan. After upload of the approved procurement plan, the system should allow creating new plan entries and editing of the		



	procurement plan entries by the authorized user. If any procurement is under a specific project, it should be assigned under the project. So, the Creation of Project comes first, as and whenever required.		
<b>REQ 85</b>	<p>System shall allow for capturing the following information for each procurement requirement in the PE;</p> <ul style="list-style-type: none"> <li>• Item description including item code.</li> <li>• Quantity.</li> <li>• Unit of measure.</li> <li>• Procurement method.</li> <li>• Source of funds.</li> <li>• Budget line/charge account.</li> <li>• Estimated cost.</li> <li>• Plan name. <ul style="list-style-type: none"> <li>○ Time process – planned days, actual days, variance</li> <li>○ Invite/adversited tender.</li> <li>○ Bid opening.</li> <li>○ Bid evaluation.</li> <li>○ Tender award.</li> <li>○ Notification of award.</li> <li>○ Contract signing.</li> <li>○ Total time to contract signature.</li> <li>○ Date for completion of contract.</li> </ul> </li> <li>• User Department.</li> <li>• Branches/section/unit if applicable.</li> <li>• Key dates for undertaking procurement activities.</li> <li>• Sites</li> <li>• Status of implementation of procurement plan</li> <li>• Preference and reservation for example <ul style="list-style-type: none"> <li>○ 30% for AGPO,</li> <li>○ 20% for County)</li> </ul> </li> </ul> <p>- Procurement Initiation Approvals - Accounting Officers Approval Date, Approval of Shortlists &amp; Bidding Document Date, Publication of Pre-Qualification Notice Date, Closing</p>		

	<p>Date of Pre-Qualification Proposal Submission</p> <ul style="list-style-type: none"> <li>- Request for Expression of Interest- Invitation of Expressions of Interest Date, Closing Date, Approval of Shortlist Date, Notification Date</li> <li>- Bidding Period- Bid Invitation Date, Bid Closing Date</li> <li>- Evaluation of Bids- Appointment of Evaluation Committee Date, Submission of evaluation Report to Accounting officer for approval Date, date of Approval of Evaluation Reports.</li> <li>- Negotiations- Negotiation Date, Approval of Negotiations Report, Accounting Officer approval date.</li> <li>- Lowest Evaluated Bidder, Window and Administrative Review- Best Evaluated Bidder Notice Date.</li> <li>- Contract Finalization- Performance Security Date, Contract Award Date, Contract Signature Date.</li> <li>- Contract Implementation- Opening of Letter of Credit Date, Arrival of Goods Date, Final Acceptance/Delivery Notes Date, Draft Report Date, Final Report Date, Substantial Completion Date, Final Acceptance Date.</li> </ul>		
<b>REQ 86</b>	The system should have the ability to assign various procurement activities to authorized officials as defined by the PE. For example; e-GP user (Head Procurement Unit) to consolidate the procurement requirements from all the user departments into one draft procurement plan and to submit the same to accounting officer for approval.		
<b>REQ 87</b>	The system should have the ability to capture the approval of Approved Procurement Plan (APP) by the authorized officials in the PE, which upon approval shall be deemed final and subsequent changes shall be done with authorization.		
<b>REQ 88</b>	Once the APP has been approved, it shall be automatically published on the e-GP Portal and Public Procurement Information portal using the prescribed format for consumption by the bidding community. The system should have the ability to restrict publishing of Annual Procurement Plans to only plans that have been approved by the Accounting officer and allow display of only information deemed relevant for public consumption at a particular time.		
<b>REQ 89</b>	The system should allow for the capturing of the approved budget figure as the cap for APP.		
<b>REQ 90</b>	The system should explicitly link the procurement plan to the Budget verified with the IFMIS and have the ability to limit procurement planning and requisitions only to items/ activities included in the approved budget and work plan		

<b>REQ 91</b>	The system should have the ability to allow the accounting officer to delegate the procurement planning activities to the appropriate e-GP users created within the PE.		
<b>REQ 92</b>	The system should have the ability to capture methods of procurement based on the defined GoK thresholds, timelines and key activities in the procurement cycle against items and work plans included in the procurement plan.		
<b>REQ 93</b>	The system should have the ability to capture the duration and dates for each activity in the procurement cycle as part of the procurement plan.		
<b>REQ 94</b>	The system should have the ability to maintain the approved procurement plan for a period defined by the e-GP PE system administrator and to allow for updates of the APP upon approval.		
<b>REQ 95</b>	The system should have the ability to track the status of each procurement requirement in the approved APP as either; initiated, in progress, completed, awarded etc. The status shall be visible to all authorized e-GP Users.		
<b>REQ 96</b>	The system should have the ability to facilitate changes/updates to the approved APP following approval by the Accounting Officer and maintain a log of changes to the APP. The system should have the ability to track details of changes in the procurement plan and approved APP including reviewers and approvers of the changes.		
<b>REQ 97</b>	The system should have the ability to restrict approval of changes or updates to the approved APP to the Accounting officer.		
<b>REQ 98</b>	The system should allow functionality for generating individual procurement schedule for each procurement item. The system should be configured with preset minimum timelines associated with the procurement method.		
<b>REQ 99</b>	The system should allow functionality for updating procurement plan with approved emergency procurement and also procurements under additional budgets but should go through the same workflow of approval process before going for procurement.		
<b>REQ 100</b>	The system should notify the procuring entity authorized user about the timing for upcoming procurements for timely preparation and set the status of completion for easy tracking.		
<b>REQ 101</b>	System shall also allow to create and use multi-year plan for multi-year projects, and multiple templates for APP to suite the requirements of Government, Development Partners, County governments and parastatals. This shall be in line with mid-term budget expenditures framework		

<b>REQ 102</b>	<b>Reports</b> <ul style="list-style-type: none"> <li>• Generation of quarterly report</li> <li>• Consolidated APP</li> <li>• Extraction preference and reservation report</li> <li>• Status of the implementation APP</li> <li>• Any other ad-hoc report relevant to the process</li> </ul>		
<b>REQ 103</b>	The system should generate the data and records in the format of Open Contracting Data Standards (OCDS) and also publish the relevant documents. Geo-tag should be captured, when recording location data of person, business entity, object (store, site e.t.c) of procurement location, delivery and storage.		
<b>REQ 104</b>	Approval level as per the PPADA, 2015 and Regulations, 2020.		

## 2.2 Disposal Planning

Every financial year, user departments are invited to submit their disposal plans for consolidation by the Procurement Unit. The process is as follows:

- a. The Accounting Officer shall appoint a disposal committee based on proposal from the HoP
- b. HoP shall submit the consolidated list of items proposed for disposal to the Disposal committee
- c. The disposal committee shall electronically prepare a the board of survey report pursuant to provisions of Section 164 of the PPADA, 2015 and submit to the HoP for professional opinion. he HoP shall electronically submit the board of survey report and professional opinion to the AO for approval.
- d. The AO shall electronically submit the approved board of survey report to HoP (template as per FO58 form)
- e. The Head procurement prepares and consolidates Ministerial Annual Disposal Plan electronically based on the Board of survey report . Head of procurement will ensure reservation schemes are applied e.g. 30% to special groups.). The system should provide for a situation where the head of procurement assigns this role to a procurement officer.
- f. The HOP submits the Consolidated Procuring Entity's Annual Disposal Plan electronically for approval to appointed person as stipulated in the PPADA,2015(Accounting Officer, CEC, Board).

- g. The Accounting officer, CEC, Board electronically confirms and approves the Consolidated Disposal Plan.
- h. The approved consolidated annual disposal plan shall be automatically be published on the e-Auction module and state procurement portal.
- i. After approval the annual disposal plan is automatically linked to IFMIS, and e-payment module to capture AIA funds, and necessary deposits.

Any changes and updates to the annual disposal plan shall follow the same process for the approval. Until the disposal plan is approved and available in the e-GP System, disposals processes cannot be initiated.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
Planning			
<b>Business Requirements</b>			
<b>REQ 105</b>	The system should have the ability to provide Annual Disposal Planning templates as per the PPAR 2020. Templates shall detail out all necessary disposal information. The system should support capturing of data into the system or uploading of batch files in the pre-defined format and aggregate them into the entity's annual consolidated disposal plan. After upload of the approved disposal plan, the system should allow creating new plan entries and editing of the disposal plan entries by the authorized user.		
<b>REQ 106</b>	System shall allow for capturing the following information for each procurement requirement in the PE; <ul style="list-style-type: none"> <li>• Item description including item code</li> <li>• Quantity</li> <li>• Unit of issue</li> <li>• Date of purchase</li> <li>• Purchase price</li> <li>• Estimated current value</li> <li>• Justification for disposal</li> </ul>		

<ul style="list-style-type: none"> <li>• Life span of item for boarding</li> <li>• Reference number to the asset register or records of the store</li> <li>• disposal method</li> <li>• Time process – for completing disposal activities <ul style="list-style-type: none"> <li>○ Disposal initiation</li> <li>○ Bid prepared</li> <li>○ invitation to tender/public auction</li> <li>○ Bid opening/registration of bidders</li> <li>○ Accounting officer award/fall of the hammer</li> <li>○ notification of award</li> <li>○ contract signed</li> <li>○ Disposal completed</li> <li>○ Notice to PPRA if disposal to employee</li> </ul> </li> <li>• User Department</li> <li>• Branches/section/unit if applicable</li> <li>• Key dates for undertaking procurement activities</li> <li>• Sites</li> <li>• Status of implementation of disposal plan</li> <li>• Preference and reservation e.g. 30% for AGPO,</li> </ul> <p>Board of survey report content</p> <ul style="list-style-type: none"> <li>• Lot number</li> <li>• Item description</li> <li>• Code</li> <li>• Quantity</li> <li>• Location(Geo-tag)</li> <li>• Disposal committee/Boards report on condition</li> <li>• Recommendation of board for disposal</li> <li>• Disposal method recommendation</li> <li>• Reserve Price</li> <li>• After disposal fields <ul style="list-style-type: none"> <li>○ Amount sold</li> </ul> </li> </ul>		
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	○ Name of the buyer		
<b>REQ 107</b>	The system should have the ability to assign various disposal activities to authorized officials as defined by the PE. For example; e-GP user (Head Procurement Unit) to consolidate the disposal requirements from all the user departments into one draft disposal plan and to submit the same to accounting officer for approval.		
<b>REQ 108</b>	The system should have the ability to capture the approval of Disposal Plan by the authorized officials in the PE, which upon approval shall be deemed final and subsequent changes shall be done with authorization.		
<b>REQ 109</b>	Once the Annual Consolidated Disposal Plan (ADP) has been approved, it shall be automatically published on the e-GP Portal and State portal. The system should display of only information deemed relevant for public consumption at a particular time.		
<b>REQ 110</b>	The system should allow for the capturing of the approved Reserved Price as the cap for ADP.		
<b>REQ 111</b>	The system should explicitly link the disposal plan to the e-auction module and e-payment module.		
<b>REQ 112</b>	The system should have the ability to allow the accounting officer to delegate the disposal planning activities to the appropriate e-GP users created within the PE.		
<b>REQ 113</b>	The system should have the ability to capture methods of disposal.		
<b>REQ 114</b>	The system should have the ability to capture the duration and dates for each activity in the disposal cycle.		
<b>REQ 115</b>	The system should have the ability to maintain the approved disposal plan for a period defined by the e-GP PE system administrator and to allow for updates of the ADP upon approval.		
<b>REQ 116</b>	The system should have the ability to track the status of each disposal requirement in the approved ADP as either; initiated, in progress, completed, awarded etc. The status shall be visible to all authorized e-GP Users.		
<b>REQ 117</b>	The system should have the ability to facilitate changes/updates to the approved ADP following approval by the Accounting Officer and maintain a log of changes to the ADP. The system should have the ability to track details of changes in the disposal plan and approved ADP including reviewers and approvers of the changes.		

<b>REQ 118</b>	The system should have the ability to restrict approval of changes or updates to the approved ADP to the Accounting officer.		
<b>REQ 119</b>	The system should allow functionality for generating individual disposal schedule for each item. The system should be configured with preset minimum timelines associated with the disposal method.		
<b>REQ 120</b>	The system should notify the procuring entity authorized user about the timing for upcoming disposal for timely preparation, and set the status of completion for easy tracking.		
<b>REQ 121</b>	Reports <ul style="list-style-type: none"> <li>• Generation of quarterly report</li> <li>• Consolidated ADP</li> <li>• Extraction of Preference and Reservation Report</li> <li>• Status of the implementation ADP</li> <li>• Disposal to employee</li> <li>• Any other ad-hoc report relevant to the process</li> </ul>		
<b>REQ 122</b>	The system should generate the data and records in the format of Open Contracting Data Standards (OCDS) and also publish the relevant documents. Geo-tag should be captured, when recording location data of person, business entity, object(store, site etc) of procurement location, delivery and storage.		
<b>REQ 123</b>	Approval level as per the PPADA, 2015 and Regulations, 2020 .		

### 3. Initiation

Initiation of procurement or disposal shall be carried out based on the approved APP and ADP . Requisitions have to be approved prior to proceeding with procurement/ disposal procedures (estimated costs, details of requirements, intended procurement/disposal milestones etc.). These requests have to be submitted on appropriate Statement of Requirements (specifications, Terms of Reference, Bill of Quantities) which has to be approved by the relevant authority( Head of Department/Accounting Officer). This statement of requirements aims at giving a correct and complete description of the item to be procured or disposed from the e-catalog where applicable for the purpose of creating fair and open competition.

Within this process, the procurement/disposal category and method shall be populated as an input for the bidding process.



- a. A user shall initiate a procurement by preparing a requisition and attach Terms of Reference and specifications where applicable.
- b. Specifications, BOQs and TORs may be prepared offline and uploaded to the requisition.
- c. The user electronically submits the requisition to the Accounting Officer or Head of Department where applicable as stipulated in the threshold matrix
- d. Electronic approval of Requisition by Accounting officer or HOD. (System should ensure ring fencing of funds after approval of the request to initiate a procurement)
- e. Where the requisition is approved by HOD the Accounting officer must be notified electronically.

Once the requisition is approved by the HOD or Accounting Officer the Head of Procurement is notified electronically to commence procurement process.

Req No.	Functional Requirements Description	Bidder's comments	Ref. page in the bidding document
<b>Initiation</b>			
REQ 124 REQ 123	e-GP User shall initiate Requisition in the e-GP System online using predefined templates.		
REQ 125	System shall prompt e-GP user to link the Requisition against items in the Annual Procurement Plan.		
REQ 126 REQ 125	The system shall allow for the completion of the Requisition based on the items identified in the APP. Once the Requisition is selected, necessary fields shall be pre-populated based on information available for the concerned requirement in the APP.		
REQ 127 REQ 126	The system should allow for a check to ensure that the intended procurement is captured on the APP before blocking of funds.		
REQ 128	Once the Accounting Officer approves the updates to the APP, the e-GP User shall be able to proceed with the procurement / disposal initiation process.		
REQ 129	The e-GP User shall retrieve details for the Requisition against the e-catalogue. The system should allow for the capture of the indicative price of procurement from the e-catalogue and allow for the revision if required.		

<b>REQ 130</b>	System shall allow procurement to proceed as long as it's in the APP and it will cross check with the budget and confirm availability of funds on the system against estimated price.		
<b>REQ 131</b>	System shall automatically update the APP with the corresponding value from the requisition line price if procured in parts. The APP should also be adjusted to reduce the planned procurement value by the requisition value.		
<b>REQ 132</b>	System shall generate a Requisition Reference Number according to PPRA guidelines. Consideration for decentralized procurements at branch level and for development partners projects will have to be made in the generation of procurement reference numbers.		
<b>REQ 133</b>	The system shall provide templates for statement of requirements for each type of procurement/disposal (goods/works/services/ services and non-consultancy services) in order to capture specific information related to that procurement/disposal.		
<b>REQ 134</b>	The system should allow for the upload of any supporting documents associated with a procurement requisition.		
<b>REQ 135</b>	The system shall allow saving incomplete Requisition in draft mode and enlist in Work in Progress (WIP) status in e-GP user's work space. The system shall then facilitate retrieving these draft Requisition, to make changes to them before finalization.		
<b>REQ 136</b>	The system shall allow tracking of the Requisition submitted for approval in an intuitive web interface.		
<b>REQ 137</b>	The system shall upon approval by accounting officer the commitment of funds before proceeding with the procurement initiation.		
<b>REQ 138</b>	The system shall allow for notification on approval or rejection.		
<b>REQ 139</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

#### 4. Bid Process Management

e-GP System shall support all the processes, templates, procurement methods for both national and international bidders in line with the PPADA, 2015 and Regulations. The procurement methods and procedures are as follow; -

Req 140	Functional Requirements Description	Bidder's Response	Reference page in the Bidding document
	<b>Procurement and Disposal methods</b>		
a)	Open Tender		
b)	Two-Stage Tendering		
c)	Restricted Tendering		
d)	Direct Procurement		
e)	Request for proposals (Single Source Selection, Quality and Cost Based Selection, Quality Based Selection, Consultant Qualification Selection, Fixed Budget Selection, Least Cost Selection, Individual Consultant Selection)		
f)	Request for quotation		
g)	Electronic Reverse Auction		
h)	Force Account		
i)	Competitive Negotiation		
j)	Framework Agreements		
k)	Consortium Buying		
l)	Community Participation		
m)	Specially permitted		
n)	Registration of suppliers		
o)	Classified Procurement		
p)	Auction for Disposal of assets		
REQ 141	For some works, supplies or consultancy services, a two-stage bidding process may be adopted depending on the nature and value of the procurement. These may be in the form of a Pre-Qualification Document (PQ) or an Expression of Interest (EoI). Subsequently, a detailed bidding document or Request for Proposals (RFPs) is issued to the shortlisted bidders.		

<b>REQ 142</b>	Reverse auction should be possible to use as a standalone procurement method as well as a process for mini competition in framework agreement or other negotiation process. Framework agreement may use quotation method also for the second stage mini competition.		
<b>REQ 143</b>	Standard Bidding Document Design Tool should be accessible to the PPRA and allow the creation of standard bidding documents, templates, etc.		
<b>REQ 144</b>	The system should have the ability to indicate that a particular procurement entry or line has lots when creating the invitation for bid. During bid management, the system should allow different bidders to respond to different lots within the same procurement bidding.		
<b>REQ 145</b>	The Bid Process Management Module of the e-GP System shall allow for the creation, approval and publishing of bidding documents on the e-GP Portal and invite bids from prospective bidders as per the process followed for each procurement method.		
<b>REQ 146</b>	In the event that the any bidder withdraws their bid after tender opening, the PE (HoP) shall electronically inform the bidder and issuing financial institution of their intention to encash the bid security  The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as in Appropriation in Aid.		
<b>REQ 147</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

#### 4.1. General Pre-Qualification of Suppliers by Entity.

Entities carry out an annual exercise to pre-qualify suppliers for select goods and Services. During the year, Request for quotations are sent out to the prequalified suppliers when items are being procured.

<b>REQ. No</b>	<b>Functional Requirement</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>General Pre-Qualification</b>			

<b>REQ 148</b>	System should allow entities to select prequalified suppliers for certain goods and services in the e-catalog from the global supplier list based on the criteria allowed by The National Treasury. The criteria could be the nature of procurement, item specification, geographical periphery, proximity, privileged group of population, expertise of the suppliers, contractors and consultants, etc. The criteria must be approved by the The National Treasury for the use of such list.		
<b>REQ 149</b>	System should support submission of RFQs to only prequalified suppliers.		
<b>REQ 150</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geotag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		

#### **4.2. Registration of Suppliers/Pre-Qualification/Expression of Interest**

1. System guides procurement officer on preparation of prequalification /registration tender document/expression of interest.
  2. Procurement Officer electronically submits the Tender Document to the HOP for review.
  3. HOP electronically reviews the draft Bidding document and submits to head of user department for comments/ review; can be multiple player.
  4. Head of user department submits back the draft tender document to the Head of Procurement with comments.
  5. Accounting Officer, Head of procurement or any other officer delegated electronically approves the bidding document as per the thresholds in Act.
  6. Pre –qualification invitation notice shall be published as per the requirements of Section 93 and 94 of the PPADA, 2015.
- Publication of Registration document should be published as per requirements of Regulation 69 and 70.

Registration of suppliers (RoS)/PQ/ EoI is sent to bidders in order to assess the bidder's technical capabilities and those of their team as well as their financial strength. The purpose of this document is to shortlist bidders.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Registration of suppliers/Pre-Qualification/ Expression of Interest</b>			
<b>REQ 151</b>	Based on the Procurement Method in the APP, the system shall retrieve/populate a template for RoS/PQ/EOI from the Standard Bidding Documents Template library.		
<b>REQ 152</b>	<p>The system shall enable an e-GP user to customize the RoS/PQ/EOI template with the following details:</p> <ul style="list-style-type: none"> <li>• Title of the project.</li> <li>• Brief description, objectives and project components.</li> <li>• Scope of work.</li> <li>• Dates of submission of RoS/PQ/EOI.</li> <li>• Timeframe.</li> <li>• Funding Source.</li> <li>• Contact person and address.</li> <li>• Qualification criteria.</li> <li>• Application forms. <ul style="list-style-type: none"> <li>– General Information.</li> <li>– Brief Description of bidder's organization.</li> <li>– Experience record.</li> <li>– Current contract commitments.</li> <li>– Team capabilities.</li> </ul> </li> </ul>		
<b>REQ 153</b>	The system shall allow the e-GP user to generate the final RoS/PQ/ EOI with the data automatically populated from the Requisition.		
<b>REQ 154</b>	System shall allow e-GP user to obtain approval from Accounting officer through inbuilt workflows before publishing PQ/ EoI.		

<b>REQ 155</b>	Once an approval is obtained on the RoS/PQ/EOI, the document shall be automatically published on the e-GP Portal		
<b>REQ 156</b>	The RoS/PQ/EOI shall be subject to evaluation for shortlisting of potential bidders.		
<b>REQ 157</b>	The system should allow the Accounting Officer to approve or reject the RoS/PQ/ EOI shortlist.		
<b>REQ 158</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

#### **4.3 Process description: Preparation of Tender Document, Approval, Publication, Clarification Addendum**

##### **Preparation of bid document**

1. System guides procurement officer on preparation of tender document (procurement method, type of bidding document)
2. Procurement Officer electronically submits the Tender Document to the HOP for review.
3. HOP electronically reviews the draft-Bidding document and submits to head of user department for comments/ review; can be multiple player.
4. Head of user department submits back the draft Tender Document to the Head of Procurement with comments if any.
5. Accounting Officer, Head of procurement or any other officer delegated approves the bidding document as per the thresholds in Act.
6. Invitation to tender and tender document is published as per the procurement method.

##### **Bidder seeking Clarification**

1. Bidder electronically requests for clarifications on the tender document from the PE within the stipulated period.
2. Response to clarifications are prepared by HOD/HOP electronically.
3. PE electronically notifies all interested bidders of the response to the clarifications which can be issued through addendum.
4. An addendum/letters of clarification shall be published in the same manner as the invitation to tender.

5. Request for clarifications linked to each tender and procuring entity.

#### **PE initiated Amendment to a Published Tender**

1. HOP requests Accounting Officer for approval of modification of a tender electronically.
2. Accounting Officer approves or rejects modification request electronically and submits to HOP.
3. System allows for notification (SMS, e-mails) of addendum/cancellation to be sent to bidders who have already viewed/downloaded the tender document.
4. Where tender is terminated, PE notifies PPRA of a cancellation of a tender electronically (template).

#### **Bid extension and Pre-bid**

1. Extension of invitation to bid period to be standardized for all procuring entities-change of policy.
2. Pre- bid forums inbuilt in the system. Allow for bidders to share comments, views. Procuring entity can view comments which warrant for changes in the bidding documents through addendum (change of time, scope of works, specifications).
3. Pre –bid forums are recorded.

#### **Termination/Cancellation of procurement**

The system should allow for termination or cancellation of procurement proceedings before notification of tender award as per the provisions of Section 63 of the PPADA,2015 and Regulation 48.

1. The HOP may request the Accounting Officer to terminate any procurement proceeding at any stage of procurement before notification of award. The request shall be accompanied by the reasons thereof. (Upload documents).
2. The Accounting Officer shall either approve or reject request for termination.
3. If the Accounting Officer approves the request for termination, they shall thereon publish the termination notice where the termination is before the bid opening.



4. Where the termination occurs after bids have been opened the AO shall electronically notify all persons who submitted tenders of the termination within 14 days.
5. The Accounting Officer shall report the proceedings to PPRA within 14 days (reporting template).

This module shall facilitate the process of creation and selection of standard Bidding Documents (SBDs) and templates to generate Bidding documents. E-GP Users shall be able to enter and update data in bidding documents to:

- Allow for the addition/deletion/modification of eligibility, qualification, technical, financial and other criteria groups, sections, items according to requirements.
- Define a list of technical bid requirements (list of items, quantity, specifications of each item, etc.)
- Completing other bid requirements such as Bill of Quantities, Activity Schedule, etc.
- Create of electronic data capturing forms to enable online filling by bidders and/or uploading of attachments. Uploading documents should be allowed if at all required, only to support the data captured.
- Customize the standard forms into electronic forms with details pertaining to the project e.g. Bid Declaration Form, Bidder Information Form.
- Facilitate the creation of electronic data capturing Special Conditions of Contracts.
- Should be possible to create, add, remove, and update Standard Bidding Documents (SBDs) of the development partners, like the WB, AfDB, DFID, etc. in electronic structured data format.

Inbuilt workflows in this module shall allow for the approval and publication of Bidding Documents on the e-GP portal. Once published, bidders shall be notified of a new bid notice. Bidders shall be able to download the Bidding documents against either a minimal fee for bid Purchase or no fees. But the downloaded document shall be used only for the reference purposes, and shall not be used to submit a bid online. Bidder shall submit bids only using the e-GP System webforms and allowed provisions of submission formats and procedures. Bidders shall also be able to request for clarifications and PEs shall determine whether Addenda are required to the Bidding documents.

Req. No	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Preparation of Tender Document, Approval, Publication, Clarification Addendum</b>			
REQ 159	<p>The system shall guide the e-GP users in the creation of Bidding documents, selection of bidding documents, based on the procurement value and method. Standard Bidding Documents to be used shall be retrieved from the Standard Bidding Document (SBD) template library.</p> <p>The system shall have an SBD designer tool to facilitate the creation of different types of multi-column, multi-row, and random layout forms. This tool shall allow for division into sections and insert/create formulas for auto calculation, and static pages.</p> <p>PPRA shall have the capability to build/create, edit, update, remove approved Standard Bidding Document Templates, and also SBDs of development partners.</p>		
REQ 160	<p>The system shall allow the e-GP user to re-use the previously used bidding document as template and also use a new standard bidding document templates to input the following details in the bidding documents;</p> <ul style="list-style-type: none"> <li>• Invitation/ cover letter</li> <li>• Bid Data Sheet/Proposal Data Sheet</li> <li>• Evaluation methodology and criteria</li> <li>• Specifications/ terms of reference/ scope of works/ drawings/ bills of quantities</li> <li>• Special Conditions of Contract</li> <li>• Contract Form</li> <li>• Appendices</li> <li>• Bid Advertisement</li> </ul>		
REQ 161	<p>The Invitation / Cover Letter shall capture all details of the procurement including; procurement reference number, procurement title, procurement description, procurement method, planned procurement schedule, eligibility</p>		

	<p>criteria, pre-bid meeting information, bid opening information, bid security/securing declaration, bid validity, Procuring Entity contact and address etc.</p> <p>The system shall allow for the capturing the following information for each procurement entry but not limited to;</p> <ul style="list-style-type: none"> <li>• financial year,</li> <li>• branch or department,</li> <li>• Method of procurement,</li> <li>• Budget code,</li> <li>• Initiated by,</li> <li>• Quantity,</li> <li>• Date of confirmation of funds by AO,</li> <li>• Date of contract committee approval,</li> <li>• Price of bidding document,</li> <li>• Bid security,</li> <li>• Key dates for undertaking the procurement activities like Bid Invitation Date, Bid Closing Date, Submission of evaluation Report to Accounting Officer Date, Approval of Evaluation Reports by Accounting Officer Date, Display of Best Evaluated Bidder Notice Date, Contract Award Date, Contract Signature Date,</li> <li>• The addresses where documents will be inspected, issued, where bids must be delivered and bid opening address, Bid validity, Entity being procured for (should be drop down that is auto populated with the list of all entities in the system and on page load it should default to the currently logged in entity).</li> </ul>		
<b>REQ 162</b>	The system should cater for items that are not quantifiable in the procurement plan. e.g. stationery such that they can be procured repeatedly.		
<b>REQ 163</b>	The system should have in-built business rule engine for configuring default rules as stipulated in the PPADA, 2015 and Regulations 2020, and other government circulars, and the system can automatically verify and validate the compliance with the legislative requirements.		

	<p>The System also should allow the e-GP PE user to define the business rules for the specific procurement schedule, including (but not limited to), for various categories of bidding:</p> <ul style="list-style-type: none"> <li>• minimum time provided for submission of pre-bid clarifications from date of issuing the bidding document;</li> <li>• minimum time for technical and financial bid submission from date of issuing the bid/clarifications; and minimum and maximum bid validity periods.</li> </ul>		
<b>REQ 164</b>	<p>Once business rules and customization have been completed by e-GP PE user, the system should be able to generate a complete bidding document by compiling static sections of the SBD and the customized sections into one complete document ready for download by bidders on the scheduled dates of procurement commencement. The compiled set of bidding documents shall comprise of:</p> <ul style="list-style-type: none"> <li>• Invitation/ cover letter</li> <li>• Instructions to Bidders (ITB)/ Instructions to Consultants (ITC)</li> <li>• Bid Data Sheet/ Proposal Data Sheet</li> <li>• Standard forms</li> <li>• Specifications/ terms of reference/ scope of works/ drawings/ bills of quantities</li> <li>• General Conditions of Contract</li> <li>• Special Conditions of Contract</li> <li>• Appendices</li> </ul>		
<b>REQ 165</b>	<p>e-GP User shall also be able to automatically generate Bid Advertisement / Bid Notices from the system, once bidding documents have been compiled. e-GP User shall be able to update and generate Bid Notices / Bid Advertisement from the SBD templates library. Templates for generating Bid Advertisement / Bid Notices shall be automatically generated based on inputs from e-GP User throughout the preparation of bidding documents.</p>		

<b>REQ 166</b>	The compiled set of bidding documents shall be sent to the Accounting Officer for approval through the system's inbuilt workflows.		
<b>REQ 167</b>	Once approved by the Accounting officer, the invitation notice and bidding documents shall be either published on the e-GP Portal or circulated to shortlisted bidders (in the event of two stage bidding process or selective bidding). The system should have the ability to send notifications on published invitation to bid/ advertisement via SMS and or email to the registered bidders based on their areas of preference or in case of short-listed bidders.		
<b>REQ 168</b>	System shall cater for both free download of bidding documents or purchase of bidding documents.		
<b>REQ 169</b>	The system should have the ability to provide an online form for bidders to post queries for clarification on bidding documents before the pre-bid meeting from their dashboard.		
<b>REQ 170</b>	The system should have the ability to facilitate the PEs to send responses to queries from bidders and pre-bid meeting minutes to all prospective bidders. Pre-bid minutes shall be sent by email and also through dashboard communication to all prospective bidders.		
<b>REQ 171</b>	The system should have the ability to facilitate posting further requests for clarification from prospective bidders to the PE after circulating the pre-bid meeting minutes before the deadline for receipt of clarifications specified in the bidding document.		
<b>REQ 172</b>	The system should allow issuance of addenda linked to a previously published bid, anytime when issued. Any addenda shall be available on the e-GP portal.  In case of changes in the BoQ/BoM, a new BoQ/specification shall be added into the bidding document clearly showing/informing that the updated BoQ/specification shall be used for bidding and system shall use its intelligence to present the latest updates to the bidders at the time of bid preparation providing adequate alerts about the changes.		
<b>REQ 173</b>	Bidders who purchased / downloaded bidding documents shall be notified via email or SMS on any addendum/ clarifications and pre-bid minutes uploaded.		

	A notification shall also be sent to the Bidders' dashboard message box.		
<b>REQ 174</b>	For a Two Envelope Process, the first stage will be the submission of Technical and Financial Proposal. e-GP system should allow for the opening of the Technical proposal and evaluation of the same first, while the financial remains sealed/ unopened.		
<b>REQ 175</b>	System shall allow e-GP PE User to review the closing dates for submission of bids subsequent to queries received and addendum issued.		
<b>Business and Technical Requirements</b>			
<b>REQ 176</b>	The system should allow for the definition of thresholds for procurements as defined by PPADA Procurement legislation, Regulations and Guidelines. These thresholds shall define procurement methods to be adopted based on the contract value of the procurement. The thresholds should have restricted access and should only be amended by the Overall EGP System administrator with approval from The National Treasury.		
<b>REQ 177</b>	<p>The system shall maintain a Standard Bidding Document (SBD) template library. The SBD template library shall include the following templates:</p> <ul style="list-style-type: none"> <li>• Bid Advertisement templates per type and method of procurement.</li> <li>• EOI/PQD Templates.</li> <li>• SBDs per type and method of procurement.</li> <li>• Addendum templates.</li> <li>• Clarification templates.</li> <li>• Pre-Bid Minutes templates/ Pre-Proposal Minutes templates.</li> <li>• Eligibility and qualification templates</li> <li>• Schedule of delivery/BoQ/BoM/Technical Specifications and TOR templates, etc.</li> <li>• And other templates as required by each of the procurement methods.</li> </ul>		
<b>REQ 178</b>	<p>The system shall maintain templates for non-customizable sections of bidding documents for each procurement type and method as follows:</p> <ul style="list-style-type: none"> <li>• Instructions to Bidders (ITB).</li> <li>• Standard forms.</li> </ul>		

	<ul style="list-style-type: none"> <li>• General Conditions of Contract.</li> <li>• And other relevant information.</li> </ul>		
<b>REQ 179</b>	The system shall automatically make available, the appropriate SBD template for preparation of a bidding document, based on the procurement method chosen during procurement planning.		
<b>REQ 180</b>	The e-GP PE user should be able to save bidding documents as a draft, and then schedule the date and time of publication or online issuance to Bidders.		
<b>REQ 181</b>	The system should allow the searching, copying and re-use of a bidding document with required modifications by a PE when creating new bidding documents.		
<b>REQ 182</b>	<p>The e-GP Portal should have an easy to use bidding opportunities search functionality using a comprehensive set of search criteria with the combination of:</p> <ul style="list-style-type: none"> <li>• Keywords.</li> <li>• Bidding status.</li> <li>• Type of procurement</li> <li>• Procurement method.</li> <li>• Category (Construction, clearing, insurance)</li> <li>• Procuring Entity (PE),</li> <li>• Funding source</li> <li>• Procurement reference number.</li> <li>• Publication date</li> <li>• Opening date (range of from date and to date, this week)</li> <li>• Closing date (range of from date and to date, this week), etc.</li> </ul>		
<b>REQ 183</b>	The system shall allow the e-GP User to post responses to queries/clarification on the e-GP Portal without disclosing the name of the bidder having made the query.		
<b>REQ 184</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents		

#### 4.4. Online Bid Submission

The e-GP System should allow for bidders to submit bids online with relevant supporting documents. This module shall support the following non-exhaustive key functionalities:

- Creation of a virtual tender box for bidders to submit their bids for each bidding procedure.
- Allow only eligible bidders to initiate bid submission under all methods of procurement. Bidders eligibility check should be done before proceeding to the bidding process.
- Draft Bid should be saved in the virtual tender box created for the bidding procedure.
- Facilitate the bidder to specify compliance against predetermined requirements and rules set in the system in compliance with the procurement legislation.
- Facilitate uploading of supporting documents..
- Provide bidders with a facility to complete checklist of requirements before submission of their bid to avoid rejection.
- Display time left for undertaking key stages of the bidding process such as but not limited to; holding pre-bid meeting, receiving requests for clarifications and bid submission, bid opening.
- Generate notifications to bidders after successful submission of their bids.
- In case of lots, the system should clearly indicate which lot the bidder has submitted bid for and support the submission of different bids from any bidder for individual lots within that procurement.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Online Bid Submission</b>			
<b>REQ 185</b>	The system shall allow registered bidders to renew/update/confirm their online profile (entered at the time of registration) using their Digital Signature Certificate (DSC) or alternative authentication mechanism any time before bid submission.		
<b>REQ 186</b>	The system should have the ability to facilitate online completion of bids by shortlisted bidders or registered bidders under open advertised bidding methods		
<b>REQ 187</b>	System shall cater for 2 types of bid completion:		



	<ul style="list-style-type: none"> <li>• Response to PQ/EOI or</li> <li>• Response to Bidding Documents</li> </ul>		
<b>REQ 188</b>	Depending on the procurement method, the system shall guide registered bidders to fill in forms – either for separate technical and financial bids or together online on the system and attach relevant supporting documents.		
<b>REQ 189</b>	System shall perform an automatic check to determine whether the bidder needs to submit Bid Security or Securing Declaration. If bid security is required, the system shall prompt the bidder to initiate a bid security application process with their respective financial institution. The financial institution shall be users of the e-GP system, and shall be able to view all request for bid security application in their profile and act accordingly. For securing declaration, Bidders shall be required to agree with the terms and conditions. All fields in the bid security and securing declaration shall be auto-populated.		
<b>REQ 190</b>	The system should have a declaration by the bidder that they confirm the authenticity of the bid security and if found to be fraudulent, they shall take responsibility, be suspended by the Authority and accept relevant action in line with the laws of Kenya.		
<b>REQ 191</b>	System shall generate a virtual Bid box from the time of bid publication until bid submission deadline. Bidders shall be able to submit their bids at any point in time until date and time for bid submission deadline.		
<b>REQ 192</b>	System shall allow for inbuilt configurable payment mechanism. The payment mechanism shall enable the e-GP System Administrator to configure payment stages and enable bidders to settle any fees applicable throughout the procurement process. For this particular module, the bidder shall be able to effect online payment on submission of bid, if applicable.		
<b>REQ 193</b>	Upon successful payment, the bidder shall proceed to Bid Submission using the DSC or alternative authentication mechanisms.		
<b>REQ 194</b>	At the time of Bid Submission, the system shall provide an online checklist to ensure the bidder has uploaded the required supporting documents and administrative compliance documents as well as any other bid specific requirements. The system should also be able to cross check these requirements against pre-verified compliance information in		

	the bidder's profile for example trading certificate expiry date and interfacing with Kenya Revenue Authority for validation of tax compliance.		
<b>REQ 195</b>	The system shall display the tender closing date and time, and automatically close the Virtual Tender Box upon expiry of the bid submission deadline.		
<b>Business and Technical Requirements</b>			
<b>REQ 196</b>	The system should have the ability to prevent suspended/ ineligible bidders from bid submission.		
<b>REQ 197</b>	The system should have the ability to allow attachment of supporting documents as part of bid submission. The system should have the ability to facilitate online completion of bid submission forms in a secured environment.		
<b>REQ 198</b>	The system should have the ability to allow bidders to save bids any time (as a draft) and access them later in order to update and submit the bid before the bid submission deadline.		
<b>REQ 199</b>	The system should have the ability to facilitate joint submission of bids by consortia or joint ventures. Joint submission shall require each consortium/ joint venture bidder to be registered through the registration process. Sub-contractors shall also be registered as regular bidders before participating as sub-contractor with another bidder.		
<b>REQ 200</b>	The system should have the ability to facilitate submission of bids for multiple lots.		
<b>REQ 201</b>	System shall allow submission of only one bid per bidder.		
<b>REQ 202</b>	The system shall ensure adequate security during bid submission so as to guarantee that the person submitting the bid is authorized to do so.		
<b>REQ 203</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

#### 4.5. Modification and Withdrawal of Bids

The e-GP System shall facilitate modification, replacement and withdrawal of bids prior to the closing date and time of the bidding period.

ReqNo.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Modification and Withdrawal of Bids</b>			
<b>REQ 204</b>	Bidders shall log in the e-GP Portal with their DSC or alternative authentication mechanism.		
<b>REQ 205</b>	Bidders shall be able to initiate bid modification and/or withdrawal at any point in time before the bid submission deadline.		
<b>REQ 206</b>	In the event of modification, bidders shall be able to retrieve and edit their previously submitted bid before the submission deadline.		
<b>REQ 207</b>	Bidders shall have the ability to resubmit their bids without incurring additional costs before the submission deadline.		
<b>REQ 208</b>	In the event of withdrawal, bidders shall withdraw the bid and notification of the withdrawal shall be sent to both the bidder and the PE user.		
<b>REQ 209</b>	<p>Bids withdrawn shall automatically be tagged as withdrawn and shall not be opened during tender opening. Bids withdrawn shall be notified to the tender opening committee and shall form part of the tender opening report.</p> <ul style="list-style-type: none"> <li>- time and date submitted</li> <li>- who submitted</li> <li>- when and who withdrew the bid</li> </ul> <p>Bid shall be deleted from the e-GP system.</p>		

<b>REQ 210</b>	<p>The system shall allow for bidders to withdraw their bid after bid submission deadline. Bids withdrawn after the submission deadline and before tender award shall trigger bid security forfeiture.</p> <p>The system shall warn the bidder of the consequence of the bid withdrawal prior to completing the withdrawal process. The system shall electronically inform PE and instruct the issuing financial institution to encash the bid security in favour of the PE.</p> <p>The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as in Appropriation in Aid.</p>		
<b>REQ 211</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 5. Evaluation

This module on the e-GP System consists of Bid Opening and Bid Evaluation, including opening and evaluation of PQD/EOIs.

### 5.1. Bid Opening

The e-GP System shall allow for online opening of bids at or after the due date of opening as defined in PQ / EoI or Bidding Documents.

The module shall consist of the following non-exhaustive functionalities:

- System shall allow creation of ad-hoc tender Opening committees as provisioned in the Public Procurement Act and Regulations. The tender opening committee shall be for a specific procurement(s).
- The tender opening committee shall have not less than three members.
- Alerts to bidders, HoP and bid opening committee and Accounting Officer over email and/or SMS as reminder for bid opening date and time;
- Facilitate replacement of members of bid opening committee due to unavailability of any member;
- Denial of access to bids by Tender Opening Committee until the due date and time for bid opening is reached;

- Facilitate opening of bids by Tender Opening Committee – either as a group from same location or as individual from their respective locations
- In case of two-envelope bids, financial bids should be unlocked only after technical evaluation for qualified bidders; Similar consideration should be made for two-stage bidding as well as stipulated in the public procurement regulation.
- Generation of Bid Opening Report (BOR);
- For two-envelope bids, allow for opening of financial proposals for technically responsive bid and generate a BOR; Similar consideration should be made for two-stage bidding as stipulated in the public procurement regulation.

Restrict access to bids only to Tender Opening Committee, HoP, and Accounting Officer as applicable;

- Facilitate the extension of the bid validity period to be initiated by HoP and notified to and accepted by all bidders; and
- The system should be able to support use of PKI and DSCs for encrypting and decrypting of bids.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Bid Opening</b>			
<b>REQ 212</b>	The Tender Opening Committee members shall login to the e-GP system once the bid submission period has expired.		
<b>REQ 213</b>	The Tender Opening Committee members shall have a secure access for electronic opening of bids.		
<b>REQ 214</b>	The system shall generate a Tender Opening Report with all bid opening information captured, listing; of the number of bids received, list of supporting documents received and any other bid specific details such as Withdrawals and Modifications. It shall include the names of the bidders, address, form of tender (single or JV, names of sub-contractors and sub-consultants, nominated sub-consultants), Bid security amount, bid validity, currency of bids, etc.)		
<b>REQ 215</b>	The system shall automatically send notifications to bidders via email and or SMS as a reminder for due date and time upon tender opening.		

<b>REQ 216</b>	The system shall allow the authorized officer of the Tender Opening Committee members to review and approve the Tender Opening Report prior to publishing on the e-GP portal or sharing with the bidders electronically.		
<b>REQ 217</b>	For two (2) envelope procedures, system shall enable opening of Technical Proposals only. System shall enable Tender Opening Committee to open Financial Proposals for technically responsive bidders. The System shall generate a financial opening report that will be forwarded to HoP and upon approval, the report shall submit to the technically responsive bidders. Upon approval the HoP shall forward the financial opening report and financial proposals to the Evaluation Committee		
<b>REQ 218</b>	For single envelope procedures, system shall enable opening of both Technical and Financial Proposals.		
<b>REQ 219</b>	For PQD/EOI, system shall enable opening of EOI response.		
<b>Business and Technical Requirements</b>			
<b>REQ 220</b>	The system shall generate a unique tender submission number for each tender submitted.		
<b>REQ 221</b>	The system shall facilitate the tender opening committee to receive bids submitted along with required supporting documents as well as compliance documents		
<b>REQ 222</b>	The system should have the ability to facilitate submission of bids in an encrypted format.		
<b>REQ 223</b>	The system shall have the facility of online viewing of the status of submitted bid using the tender submission number		
<b>REQ 224</b>	The system shall facilitate the e-GP PE system administrator to create tender Opening Committee members and evaluation committees on the system. The system shall restrict opening of bids to be done only by the tender opening committee.		
<b>REQ 225</b>	The system should have the ability to restrict opening of tenders by the tender opening committee prior to expiry of the tender submission deadline.		

<b>REQ 226</b>	The system should have the ability to capture the tender opening day's mean exchange rates issued by the Central Bank of Kenya which shall thereafter be used as part of the tender evaluation.		
<b>REQ 227</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 5.2. Bid Evaluation

The module should support the following non-exhaustive functionalities:

- Definition of evaluation criteria.
- Facilitate signing of Confidentiality, Impartiality, and Non-Disclosure Agreement as well as Declaring non-conflict of Interest by Evaluation Committee members.
- Generation of comparative bidders' compliance sheet (eligibility, qualification requirements, experience, etc.).
- Classification of deviations from requirements as major/minor and recording reason for the same.
- Uploading of evaluation supporting document,
- Facilitate seeking and obtaining online clarifications from bidders.
- Support assignment of marks/weights and/or compliance Yes/No details for each evaluation criterion.
- Support mandatory recording of reason for bid rejection at any stage.
- Facilitate foreign currency conversion to Local Currency.
- Support generation of a Price Comparison Sheet item-wise.
- Generation of Bid Evaluation Report (separate Technical Evaluation Report and Financial Evaluation Report for 2 envelopes bidding).
- Facilitate review and approval of Bid Evaluation Report.
- Facilitate cancellation of procurement proceedings.
- In case of lots, the system should clearly indicate which lot the bidder has bid for and support the evaluation of individual lots within that procurement.

Req. No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Bid Evaluation</b>			
<b>REQ 228</b>	The system should facilitate the HoP to nominate the Evaluation Committee and submit to the accounting officer in consultation with the governing body for appointment. Upon approval a notification shall be sent to all members of the Evaluation Committee. The system shall restrict access and evaluation of bids solely to members of the Evaluation Committees.		
<b>REQ 229</b>	The system shall facilitate to sign Confidentiality, Impartiality, and Non-Disclosure Agreement as well as Declaring non-conflict of Interest, by Evaluation Committee members.		
<b>REQ 230</b>	The Evaluation Committee members shall log into the e-GP Portal to access Tender Opening Report and Tender Documents.		
<b>REQ 231</b>	The system shall automatically retrieve the marking/ evaluation criteria from the bidding document exactly as it was issued to the bidders.		
<b>REQ 232</b>	The system shall allow bidders to submit responses to clarifications requests on submitted bids as requested by the Evaluation Committee through the HoP. And all such communications with the evaluation committee shall be done through the communication tool/channel provisioned in the e-GP system.		
<b>REQ 233</b>	System shall enable the evaluation committee members to perform evaluation online as well as record major deviations from requirements as major/minor and recording reasons for same.		
<b>REQ 234</b>	System shall generate Tender Evaluation Report (TER) for the bid on the basis of types of bid documents e.g.: <ul style="list-style-type: none"> <li>• Response to PQD/EOI</li> <li>• Single Stage single envelope</li> <li>• Single Stage two envelope</li> </ul>		
<b>REQ 235</b>	The system shall allow the Evaluation Committee to disqualify a bid at different stage of the evaluation following provision of valid reasons.		



<b>REQ 236</b>	The system should have the ability to recommend evaluation results based on the comparative matrices generated, the bid evaluation criteria and the procurement legislative provisions.		
<b>REQ 237</b>	The system should facilitate the evaluation committee to submit the bid evaluation report to the HoP for preparation of professional opinion		
<b>REQ 238</b>	The system shall allow for the selection of the Lowest Evaluated Bidder as per the Section 86 of the PPADA, 2015 from the list of bidders who responded, display the responsive bidder with contract price and display the list of the non - responsive bidders with reasons why they were non - responsive .		
<b>REQ 239</b>	The system should have the provision of saving, approval and publishing of the Lowest Evaluated Bidder notice. The system should generate the date of Lowest Evaluated Bidder notice expiry and the notice is removed from the public site after the date of expiry.		
<b>REQ 240</b>	The system should have the ability to send a notification to all bidders upon publishing of the best evaluated bidder notice to the e-GP portal.		
<b>REQ 241</b>	The system should have the ability to observe the best evaluated bidder notice period as specified in the Procurement legislation.		
<b>Business and Technical Requirements</b>			
<b>REQ 242</b>	The system should have the ability to maintain an evaluation template to be available for each procurement method as specified in the SBDs.		
<b>REQ 243</b>	System shall allow evaluation of bids as a group (single marking, ranking or pass/fail assigned) or individuals basis (each individual assign marks, ranking or pass/fail to the bids) based on the procurement methods used and as prescribed in the Public Procurement Regulations and guidelines.		
<b>REQ 244</b>	The system should have the ability to allow the Evaluation Committee to access auto generated item-wise comparative matrixes, comparison of summaries, documents, etc., for evaluation. The system should further allow access to rates in past contracts for specific procurement items based on the e-Catalog classification and identification codes.		
<b>REQ 245</b>	The system should have the ability to allow the Evaluation Committee to apply loadings/weights on the evaluation criteria and preference and reservation schemes.		

<b>REQ 246</b>	The system should have the ability to track and maintain a record of the bid evaluation proceedings/ correspondences. This includes the following information but not limited to; Type of evaluation methodology, Date of commencement of evaluation, Date of combined evaluation report,		
<b>REQ 247</b>	The system should allow the Evaluation Committee members to submit the evaluation report to the HoP.		
<b>REQ 248</b>	The system should have the ability to restrict publishing of the notice of award to the best evaluated bidder prior to completion of the best evaluated bidder notice period. The system should have the ability to also allow the e-GP user not to display best evaluated bidder or proceed to award the contract where such notice is not a requirement like for RFQ, direct procurement and emergency procurements.		
<b>REQ 249</b>	The system should have the ability to facilitate re-evaluation as may be required by the PE.		
	System shall facilitate foreign currency conversion to single currency.		
<b>Preference Schemes</b>			
<b>REQ 250</b>	Selection of the preference schemes to be used in an evaluation is determined by the various schemes as provided in the PPADA 2015 and any other relevant regulations. The system should allow for pre-configuration of specified margin of preference only on the price during the financial comparison stage of the evaluation process.		
<b>Reservation Schemes</b>			
<b>REQ 251</b>	The system should be able to build business rule and generate notifications to the appropriate e-GP user whenever the criteria for a reservation scheme is met as prescribed in the procurement legislation, circulars and any other provisions by the government.		
<b>REQ 252</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		
<b>REQ 253</b>	A signed evaluation report, post qualification report or negotiation report where applicable shall be electronically submitted to the HOP for review. The HOP shall electronically review the BER as per the provisions of Section 84 of the PPADA,2015 and Regulation 78 sec 2,3,4 and prepare a professional opinion (template as provided in the Ninth Schedule)		

<b>REQ 254</b>	<p>The HOP shall electronically submit a signed professional opinion together with the evaluation report to the Accounting Officer who will either approve or reject in line with the provisions of Regulation 79.</p> <p>The Accounting Officer's shall review the professional opinion and evaluation report to award or reject and electronically communicate the decision to HOP and Head of user department in line with Regulation 78 Subsection 5 and Regulation 79.</p>		

## 6 Contracts

This module of the e-GP System caters for Contract Award and Contract Management.

### 6.1. Contract Award

The e-GP System shall allow for automatic notification of proposed contract award to all bidders and generate a letter of award to the successful bidder. The module should support the following non-exhaustive functionalities:

- Sending notification of award to all bidders.
- Award of contract and issue of contract forms.
- Issue of Purchase Order.
- Facilitate PEs to respond to queries (de-briefing).
- Publication of award of contract.
- Facilitate e-contract using digital signatures (if digital signature is used in e-GP system) and/or upload of scanned signed contract documents.

The award of a contract is dependent on the selection of a Lowest Evaluated Bidder. The Accounting Officer needs to review and approve the contract before it is issued to the Lowest Evaluated Bidder. A draft contract is shared with the Lowest Evaluated Bidder for their review and signature and thereafter the process of contract management and payment for goods, works or services is undertaken.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
Contract Award			
REQ 255	<p><u>Notification Award</u></p> <p>When the tender document provides for negotiations, the HOP shall electronically notify the successful bidder specifying that entering into a contract shall be subject to the successful negotiations pursuant to provisions of Regulation 130 subsection 2.</p> <p>After bidders are notified, the e-GP system should allow for 14 days in which unsatisfied bidders may lodge an appeal.</p> <p>The system shall allow unsatisfied bidder to lodge an appeal through the administrative review module of the e-GP system.</p> <p>Upon receiving the notification of award, the system should allow the Lowest Evaluated Bidder to submit a Performance bond/security</p>		
REQ 256	System shall enable e-GP PE User to initiate Contract Award Process if there are no requests for Administrative Reviews (complaints). In the event of requests for Administrative reviews, after publication of Lowest Evaluated Bidder on the e-GP Portal, system shall automatically put on hold the contract award process. Once the Administrative Review Process is complete, the contract award process shall resume, if applicable.		
REQ 257	System shall allow e-GP PE User to undertake negotiations with the Lowest Evaluated Bidder on aspects allowable by procurement legislation based on the procurement type and method		
REQ 258	System shall allow e-GP PE User to record outcome of negotiations with Lowest Evaluated total cost of ownership and send negotiation report for approval to the Accounting Officer.		
REQ 259	If Accounting Officer approves negotiated terms and conditions, system shall allow e-		

	GP PE user to update contract document or upload negotiation report as part of the contract document.		
<b>REQ 260</b>	If Accounting Officer does not approve negotiated terms and conditions, the system shall allow e-GP PE User to undertake re-negotiations or engage with next Lowest Evaluated total cost of ownership according to the Final Evaluation Report submitted by the Evaluation Committee.		
<b>REQ 261</b>	Once the Contract document has been updated, the system shall automatically generate an updated Contract document. The contract document shall automatically be submitted to the Lowest Evaluated Bidder, user department, the HoP and the AG for clearance where applicable		
<b>REQ 262</b>	The system should capture the following information but not limited to; The date signed, Date of commencement of contract, Duration of the contract, Selecting lot (in case there lots), auto-generated Planned completion date, Contract price and currency, Name of contract manager, Specification, delivery timeline, payment schedule, name and address of the bidder,		
<b>REQ 263</b>	In the event that the Lowest Evaluated Bidder accepts to sign the contract, the system should give the option to sign the electronic copy using the Lowest Evaluated Bidder's digital signature as well as the option to download the document and physically sign, scan it, then upload back onto the system.		
<b>REQ 264</b>	In the event that the Lowest Evaluated Bidder declines to sign the contract or fails to meet contract effectiveness conditions, the process of selecting the Second-Lowest Evaluated Bidder or re-bidding should be initiated by the system with the required approval process through the workflow.		
<b>REQ 265</b>	The system should provide for tracking and management of bid security validity periods and amounts as well as their timely return to bidders.		
<b>Business and Technical Requirements</b>			
<b>REQ 266</b>	The system should provide a contract template library. e-GP PE users will enter only minimal information through the online form to complete the different fields of the contract document. The system will automatically generate a Draft Contract in editable format.		

<b>REQ 267</b>	The system should allow uploading of additional documents related to a Contract.		
<b>REQ 268</b>	The system should allow for the contract document to be signed using a digital signature or physically signed and a scanned copy uploaded onto the system. Uploads shall be restricted to PDF, JPEG, TIFF or XLS formats. Use of Smart Contracts like disruptive blockchain technologies are encouraged for the transparency, execution tracking, and authenticity of the contracts.		
<b>REQ 269</b>	The system should have functionality to 'lock' and maintain an auditable record of the online contract signing for future reference and for providing access to the internal and external auditors.		
<b>REQ 270</b>	The system should allow for the download and printing of the signed/approved Contract Agreement.		
<b>REQ 271</b>	The system should automatically publish the contract award in e-GP portal and send a copy IFMIS.		
<b>REQ 272</b>	The system should be able to award different contracts to different lots from any bidder under the same procurement.		
<b>REQ 273</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 7 Contract Management

Contract Management deals with procurement activities after the signing of a contract until and contract completion or termination. The contract management functionality in the e-GP system shall facilitate monitoring and management of contract execution by the selected provider and generally meeting of contract obligations by both parties to the contract. The module should be comprehensive and should provide also project management and M&E tools and techniques.

Req No.	Functional Requirements	Bidder's Response	Reference page in the bidding document
<b>Contract Management</b>			
REQ 274	Once contract is signed, system shall enable e-GP User to update delivery milestones and payment details.		
REQ 275	The system shall allow the accounting officer with the recommendation from the HoP, to appoint a contract implementation team or external parties where applicable and inspection and acceptance committee.		
REQ 276	e-GP PE User shall also be prompted to return bid securities to all bidders who participated in the bidding process.		
REQ 277	The system should have a standard template for issuing online purchase orders/ work orders to the successful bidders. The template will be available as a form with required entry fields to be auto populated.		
REQ 278	The system should allow for the issuance of purchase orders/work orders online to bidders.		
REQ 279	e-GP System shall enable provider to submit Performance Security as applicable, once the Purchase Order has been issued.		
REQ 280	The Financial Institution shall acknowledgement / or effect payment online on behalf of the provider for both Advance Payment Guarantee and/or Performance Security.		
REQ 281	The system should be able to update the deliverable table when deliverables are received from the bidders in line with the contract.		
REQ 282	e-GP PE User shall be able to monitor contract execution throughout the contract period. E-GP System shall generate notifications on delivery and payment milestones.		
REQ 283	In the event of any contract variation, e-GP PE user shall have the option of either updating the delivery and payment milestones or terminating the contract. The system should be able to track Initial planned date of completion, Extended duration of contract (number of days, months or years-increment or decrement), auto-generated new planned date of contract		

	completion, Reason for Contract variation, initial Contract price, all contract price variations (increment or decrement), final contract price and any other relevant information. On termination, termination reasons are mandatory.		
<b>REQ 284</b>	The system should be able to generate information on contract terms and conditions, payment conditions, delay clauses (e.g. calculation of overdue amounts and liquidated Damages) etc.		
<b>REQ 285</b>	e-GP user shall be able to validate delivery milestones on the system and initiate inspection and acceptance and subsequent payment.		
<b>REQ 286</b>	Upon contract completion, the system shall prompt the e-GP user to release performance guarantee.		
<b>Business and Technical Requirements</b>			
<b>REQ 287</b>	The system should allow the delivery status to be accessible to the PE and/or aggregating agency in case an agency makes procurement on behalf of or jointly with another Procuring Entity. The system should also have a provision for completing a contract and the system should capture the following information at contract completion but not limited to; Contract price, Date of advance payment if any, Amount of advance payment, Final contract price, Rating of the performance of the supplier, Date of completion.		
<b>REQ 288</b>	System shall track the supplies of goods, completion of works, and milestone submission of service reports, and makes necessary alerts of any deviations and flags the issues.		
<b>REQ 289</b>	System shall keep track of the payments and their balances.		
<b>REQ 290</b>	System keeps track of payments of recurrent bills.		
<b>REQ 291</b>	System facilitates generation or creation of invoices/bills based on completion of works (admeasures, lump sum or day works), supplies or services and other ad hoc payments)		
<b>REQ 292</b>	System allows to setup workflow of contract execution/administration and allows to include in the workflow the number of reviewers by the procuring entity, supervisors, user access for management consultants for quality control and supervision of the contract executions.		
<b>REQ 293</b>	The Contract Management module also should have project management options to track the activities of goods, works and services contracts using different project management tools.		
<b>REQ 294</b>	System allows project management functions, namely scope management, time management,		



	cost management, quality management, Human Resources Management, communication management, risk management, procurement management and integration of all.		
<b>REQ 295</b>	System should trigger the initiation of the payment process upon complying with the underlying terms and conditions of the contract.		
<b>REQ 296</b>	e-GP PE User shall have the option of terminating a contract at any point in time during the contract execution period upon approval by the Accounting officers and with appropriate justification.		
<b>REQ 297</b>	System shall integrate with the IFMIS to enable online transfer of transaction information and funds either to or from the PE and the Provider.		
<b>REQ 298</b>	The System provides dashboard for the Contract Manager/CEO/Head of PE/project managers and other relevant users to see the overall progress of the contract, Gantt charts, visual diagrams and other indicators flagging due dates, risks and issues.		
<b>REQ 290</b>	The system should be able to manage the different contracts for different lots from any bidder under the same procurement		
<b>REQ 291</b>	The System should provide appraisal of the contract execution and appraisal of the contractor/Supplier/Consultant at the end of the contract		
<b>REQ 292</b>	The System should be able to generate completion certificate, which the contractors can use to demonstrate their experience. The system should update the contractors' profile with the completed contract information automatically.		
<b>REQ 293</b>	The system should provide a facility to select, filter and generate reports and allow to download the data and records in Excel, PDF or Word formats.		
<b>REQ 294</b>	Call-off orders against Framework agreements		
<b>REQ 295</b>	Contract Management module should have a separate section for managing framework agreements. When agreement is awarded on any framework agreement, e-GP System shall create an amazon.com like shopping page of agreed items with details. Procuring entities can directly call off orders through the page using shopping cart and checkout process. Payment and delivery shall be done as agreed on the Framework Agreement.		
<b>REQ 296</b>	In case of multi-supplier framework agreement, the system should allow for the preparation of a "mini-bid" or Request for e-quotation or e-reverse auction, in order to advertise or invite		

	for participation of bidders for selecting bidder issuing the call-off orders.		
<b>REQ 297</b>	Contract Management module should keep track of all the call-off orders according to the framework agreements, balance of items, inclusion and exclusion of procuring entities in the agreement and other functions.		
<b>REQ 298</b>	The system should generate the data and records of all the activities and milestones of contract execution in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geotag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		
<b>REQ 299</b>	Contract Amendment/Variation/Termination pursuant to provisions of Section 139,153 of the PPADA,2015 and Regulations The contract amendment/variation/termination to may emanate from the PE or the Provider.		
<b>REQ 300</b>	The Head of user department shall electronically request for contract amendment/variation/termination to the Accounting Officer through HoP with relevant justification. System to provide functionality for attachments where necessary. Template required.		
<b>REQ 301</b>	The HoP shall electronically communicate the request to contract implementation committee/evaluation committee depending on nature of contract pursuant to Regulation 132. The HoP where applicable shall re-activate the responsibilities of the evaluation committee on the e-GP system with a notification of the AO.		
<b>REQ 302</b>	Contract implementation committee/evaluation committee shall electronically submit their recommendations pursuant to provisions of Section 151 (2) of the PPADA,2015 to the AO through HoP for professional opinion. System to allow for request for clarifications.		
<b>REQ 303</b>	The Accounting Officer may either approve or reject the request for contract amendment/variation/termination. System to allow for request for clarifications.		
<b>REQ 304</b>	For contracts above Kshs 5 Billion the AO shall electronically submit the request for contract amendment /variation/termination to the Attorney General for review and clearance. System to allow for request for clarifications.		
<b>REQ 305</b>	The AG shall electronically communicate the clearance for contract amendment/variation/termination to the AO of the relevant PE.		

	<p>The AO shall electronically communicate the decision to the HoP and head of user department.</p> <p>If the AO approved the request for contract amendment/variation/termination the HoP shall electronically notify the contractor/service provider as well as the contract implementation committee/evaluation committee where applicable.</p>		
<b>REQ 306</b>	<p>The contractor/service provider will acknowledge receipt and confirm whether they are in concurrence.</p> <p>The contractor/service provider shall electronically communicate their decision to HoP.</p>		
<b>REQ 307</b>	<p>If the contractor accepts (does not apply for contract termination) the contract amendment /variation, the HoP shall prepare an addendum and electronically submit to by the AO for approval. Template required.</p>		
<b>REQ 308</b>	<p>The AO shall approve and electronically submit to the HoP who shall effect the changes in the e-GP system and electronically notify the Head of user department, Contract implementation /ad-hoc inspection and acceptance committee, Accounts Unit and contractor/service provider.</p> <p>If the supplier/contractor/service provider does not accept contract termination the HOP shall effect the dispute resolution mechanisms provided in the contract agreement.</p> <p>The HoP shall electronically report the contract amendment/variation/termination to PPRA (template).</p>		
<b>REQ 309</b>	<p><u>Forfeiture of Performance Security /Advance Payment Guarantee Security</u></p> <ol style="list-style-type: none"> <li>1. In the event that the contractor/service provider fails to perform their contractual obligations the (HoP) shall electronically inform the contractor/service provider and issuing financial institution of their intention to encash the performance security/advance payment guarantee security.</li> <li>2. The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as Appropriation in Aid.</li> </ol> <p><u>Extension/Release of Performance Security/Advance Payment Guarantee Security</u></p> <ol style="list-style-type: none"> <li>1. The e-GP system shall automatically notify the HoP and contractor/service provider's that the performance Security/Advance Payment Guarantee is due for expiry or</li> </ol>		

	<p>extension.</p> <p>2. If the Performance Security/Advance Payment Guarantee Security is not due for extension the HoP shall prompt the e-GP system to release the securities.</p> <p><u>Dispute Resolution in Contract Management</u></p> <p>1. In the event that there is a dispute between the parties to a contract the HoP will indicate in the e-GP system of existence of a dispute. This will result in halting of the contract execution until the dispute is resolved.</p> <p>2. The AO, Head of user department, Contract implementation /ad-hoc inspection and acceptance committee and Accounts Unit will be electronically notified of the dispute.</p> <p>3. When the dispute is resolved the HoP will indicate in the e-GP system and contract execution will resume.</p>		
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## 8. Framework Agreements and Contracts

Framework Agreements shall be conducted in the following two phases:

- a. A Framework Agreement follows an open tender process to establish; a) lowest evaluated bidder to be engaged through call off orders, b) shortlist of a minimum of seven (7) to be invited for a mini – competition for each category.
- b. By awarding specific contracts where PEs can place orders to the lowest evaluated bidder or carry out subsequent mini competition in the event that not all terms were laid down precisely in the original agreement.
- c. Framework agreements shall be entered into either by an entity for its own internal use or by the Agency responsible for procurement of common user items as provisioned in the PPAD Act,2020 and Regulations,2020 for the procurement of common use items for the whole country on specified items, or any other lead agency on behalf of a group of other procuring entities. In each case, the consuming entity will make call off orders on the umbrella framework agreement as contracted by the procuring entity, and also will be responsible for the payments.

- d. The system should have the ability to indicate in the APP and in the Invitation for Bid (IFB) that a particular procurement is a framework Agreement based procurement.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
Framework Agreements and Contracts			
<b>Registration of Agencies responsible for procurement and management of common user items</b>			
<b>Functional Requirements</b>			
<b>REQ 310</b>	The system should allow for the nomination of a lead agency for Framework Agreements if the procurement is being carried out by a group of PEs, or the agency for the procurement of common use items for the whole country on specified items.		
<b>REQ 311</b>	The system should allow for the creation of an e-GP PE system administrator in a Lead Agency (LA).		
<b>REQ 312</b>	<p>The system should allow publishing framework agreements on the e-GP Portal with the following details;</p> <ul style="list-style-type: none"> <li>• name of the Lead Agency;</li> <li>• address of the Lead Agency;</li> <li>• Lead Agency e-GP User;</li> <li>• items to be procured;</li> <li>• reference to the procurement procedure;</li> <li>• unit price, where applicable and duration of framework agreement (maximum of three years);</li> <li>• brief description of the procurement or lot(s);</li> <li>• qualification requirements;</li> <li>• awarding criteria;</li> <li>• terms of the framework agreement;</li> <li>• the list of suppliers(s) – call off orders, list of suppliers - mini competition where applicable</li> <li>• details of the contract;</li> </ul>		

	<ul style="list-style-type: none"> <li>• language of the offers; and</li> <li>• any other information as prescribed</li> </ul>		
<b>Invitation to Bid</b>			
<b>Business Requirements</b>			
<b>REQ 313</b>	The system should allow the Lead Agency to prepare and publish bidding documents on the e-GP Portal for selected items / services. (This shall be allowed to be picked up directly from e-Catalog, once it is implemented)		
<b>REQ 314</b>	The system should restrict access to bids by bidders who are not party to the framework agreement from participating in the bid.		
<b>REQ 315</b>	The system should allow the fixing of possible maximum prices for each procured item and the minimum technical specifications as well as the minimum delivery terms and warranty conditions.		
<b>REQ 316</b>	The system should allow for setting duration, selection of number of bidders in a framework agreement, different terms and conditions for a framework agreement, and subsequent call-off processes for each of the framework agreements.		
<b>Agreement Award</b>			
<b>REQ 317</b>	The system should allow framework agreements to be awarded either to one Bidder and must in that case include all terms required to allow call-off orders to be placed on the basis of the contract alone, or to more than one Bidder and must in that case include the award criteria to be used for bids. A framework contract for more than one Bidder may explicitly leave certain specific terms to be established in the resulting agreement/contract.		
<b>REQ 318</b>	The system should have a provision of capturing call off orders on awarded contracts that are frameworks in nature. The call off form should have the following fields but not limited to; Call off order Number, Subject of Procurement, Name of User Department, call off order contract value, Date of call off order award, planned Date of call off order Completion, actual Date of call off order Completion, Supplier, read only total actual amounts made up to end of reporting period.		
<b>REQ 319</b>	The system should allow for the preparation of a “mini-bid” or Request for e-quotation or e-reverse auction, in order to invite for participation by the shortlisted bidders.		

<b>Business Requirements</b>			
REQ 320	The system should allow the Lead Agency to enter into a Framework Agreement with the Best Evaluated Bidder.		
REQ 321	The system should allow participating PEs to make call-off orders from the signed framework agreement		
REQ 322	The system should not allow bidders other than those awarded the framework contract to take part in the supply of goods, works or services.		
REQ 323	The system should have option for providers with whom the Framework Agreements (FA) are signed to confirm the call-off order, suggest modifications, or decline the call-off order online.		
REQ 324	The system should have the ability to accept modifications, validate the order or cancel the order online.		
REQ 325	The system should have an option for tracking the delivery of items by bidders.		
<b>e-Framework Agreement Dashboard for the Lead Agency (LA)</b>			
<b>Business Requirements</b>			
REQ 326	The system should have a dashboard which shall show the LA all the events of the Framework Agreements and access to the e-Catalog.		
REQ 327	The system should allow each framework agreement have separate management screens to manage the participating PEs and their call-off records.		
REQ 328	The system should allow for procurement forecasting and planning of centralized public procurement procedures.		
REQ 329	The system should have functionality for assigning a budget for the procurements under Framework Agreements		
REQ 330	The system should allow the Lead Agency to handle disputes initiated either by Bidders or PEs.		
<b>Technical Requirements</b>			
REQ 331	The system should be able to generate reports on Bidders' and PE's procurements.		
REQ 332	The system should generate the data and records of the procurement and contract execution in		

	the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		
<b>REQ 333</b>	For the Framework contracts, the system shall allow the procuring entity to commit to purchase a minimum quantity of item.		

## 9. e-Auctioning (Forward auction and Reverse Auction)

The e-GP system will have an e-auction module. Forward auction will be used for disposal of public assets. On the other hand, reverse auction will be used for competitive bidding in buying standard goods and services which have predefined standard specifications. Reverse auction also can be used as a tool for negotiation in the procurement methods where negotiations are allowed and also in the second stage of the framework agreements in case of multiple supplier-based framework agreement.

<b>Req no.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>e-Auctioning</b>			
<b>Functional Requirements</b>			
<b>Creating online auctions</b>			
<b>REQ 334</b>	The system should have a menu-based workflow to create online auctions.		
<b>REQ 335</b>	The system should allow users to be created and assigned different roles such as; auction administrator, departmental originator, super originator, etc. in order to effectively administer/ conduct an e-auction.		
<b>REQ 336</b>	<p>The system should facilitate specification of at least the following auction parameters;</p> <ul style="list-style-type: none"> <li>• item name and quantity;</li> <li>• auction start price;</li> <li>• auction reserve price - this price should be met for the auction to have any result;</li> <li>• auction period or closure time;</li> </ul>		



	<ul style="list-style-type: none"> <li>• bid decrement/ increment - minimum amount by which each succeeding bid of a bidder should be lower or higher;</li> <li>• automatic extension of the auction period - auction time extends automatically if last submitted bid falls within this time window; and</li> <li>• number of auction extensions accepted.</li> </ul>		
<b>REQ 337</b>	The system should allow the departmental administrator to copy data from a previous auction for creation of a new auction. The administrator should not be required to fill-in all the data again.		
<b>REQ 338</b>	The system should support import / export of auction data from acceptable formats such as .xls, .csv, etc. instead of data-entry or copying from existing auctions.		
<b>Bidding during online auctioning</b>			
<b>REQ 339</b>	The system should allow bidders to delegate proxies to undertake the auctioning online.		
<b>REQ 340</b>	The system should provide a tabular view of auction items allowing fast and easy bidding by the bidders in case of multiple line items.		
<b>Auction Types</b>			
<b>REQ 341</b>	<p>For both reverse and forward auctions, the system should support the following auction types and PE should choose the method as prescribed in the legislation;</p> <ul style="list-style-type: none"> <li>• English</li> <li>• Dutch</li> <li>• Dynamic sealed</li> <li>• Sealed</li> <li>• Lot wise / item wise</li> </ul>		
<b>REQ 342</b>	<p>For both reverse and forward auctions, the system should support the following auction rules;</p> <ul style="list-style-type: none"> <li>• lowest/highest bid wins.</li> <li>• highest/lowest quantity wins.</li> <li>• multi-variable bidding, assigning weights to different variables and use of formulae.</li> </ul>		

<b>REQ 343</b>	The system should support dependent auctions, that is, the system should open an auction upon the successful completion of a previous auction.		
<b>REQ 344</b>	The system should support parcel auctions, that is, bidders can either place one bid for a lot or individual bids for each component that constitutes a lot.		
<b>Auction viewing and monitoring</b>			
<b>REQ 345</b>	The system should allow bidders to view prices during an e-auction in real time e.g. the lowest going price in real time, ranks, number of participating bidders, etc. on basis of rules defined in the bidding documents.		
<b>REQ 346</b>	The system should allow the user to view history of items and their associated prices during and after the auction with date and time stamp.		
<b>REQ 347</b>	The system should not allow divulging the identity of bidders participating in an auction.		
<b>REQ 348</b>	The system should support the display of images or multi-media content, URL, documents, and spreadsheets attachment with each auction item.		
<b>REQ 349</b>	The system should provide an option for auto-approving or electronic approving the winner in the auction.		
<b>REQ 350</b>	The system should generate report for in e-GP system for further approvals and actions		
<b>e-Auction system features</b>			
<b>REQ 351</b>	The system should be flexible enough to allow; <ul style="list-style-type: none"> <li>• definition of several categories, sub-categories and attributes for an item; and</li> <li>• customizing auction rules to fit user needs; and</li> <li>• changing of auction data by the auction administrator or departmental administrator at any time during the process of online auction.</li> </ul>		
<b>REQ 352</b>	The system should allow automatic sending of notifications and pop-up messages to participating bidders during online auction.		
<b>REQ 353</b>	The system should show in real-time the time remaining, up to the last second, for the close of an auction to both e-GP Government user and bidders.		

<b>REQ 354</b>	The system should support export capabilities for extraction of data/report from the auction system and display indifferent formats e.g. flat file, Excel spreadsheet, pdf etc.		
<b>REQ 355</b>	The system should generate the data and records in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geotag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		

## 10. e-Payments

The e-GP system shall comprise of an in-built e-payment module. The e-Payment module shall cater for all electronic payments. Appropriate payment channels should be used for different payment and financial transactions. The channels of payment could be government payment gateway, mobile payment services, and financial institutions (commercial banks and insurance companies). The payment channels should be agreed with the client during SRS and SDD stage of the e-GP implementation.

E-Payment may be configured at the following milestones in the Procurement Process:

- Registration Process- for basic procurement services and value-added services such as notifications.
- Purchase of bidding documents.
- Submission of bid bonds/bid security/bank guarantees
- Return of Bid Securities.
- Payment of Advance payment guarantee and/or performance guarantees.
- Payment to providers during contract execution against delivery schedules and payment milestones.
- Payments for initiation of administrative review.

These payment milestones shall be configurable in the e-GP system and be subject to policy decisions by the Client.

The e-GP System shall provide for payment either to or from GoK to bidders/ providers through the government payment gateway.

<b>Req No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>

<b>e-Payments and e-Bid Security and Guarantees Management Module</b>			
	Bidder/ Provider shall be able to initiate the payment via e-GP system.		
<b>REQ 356</b>	The e-GP System shall have in-built system workflows designed for interfacing with the government payment gateway, mobile payment services, and financial institutions (commercial banks and insurance companies)		
<b>REQ 357</b>	At each payment milestone configured on the e-GP System, bidder/provider shall submit the relevant details to the government gateway (bank-branch, beneficiary's name, account type and account number) and authorize the bank to remit the specified amount to the bidders account by raising a debit to the remitter's account (Client or PE).		
<b>REQ 358</b>	From the e-GP System, the bidder/provider shall initiate the payment from the respective bank to PE bank account or The National Treasury bank account (where applicable) will be credited.		
<b>REQ 359</b>	Bidder/ Provider shall select the payment type for that particular payment milestone and e-GP System will generate the unique transaction number as per above mentioned logic.		
<b>REQ 360</b>	The e-GP System shall generate an official receipt of the payment received and triggers the next process.		
<b>REQ 361</b>	The e-GP System shall provide a detailed listing of the online payments received to The National Treasury and/or PE.		
<b>REQ 362</b>	<p>e-GP System provides e-Bid Security and Guarantee management module, which provides access to banks and other authorized financial institutions to issue bid security and guarantees to the bidders for the participation in the bidding process and also ensuring the guarantee of performance.</p> <p>Banks should register in the e-GP System and also create their users for having access to the e-GP system and carrying out the transactions.</p>		
<b>REQ 363</b>	Bidders and the bank settle their agreement out of the e-GP system to fulfil the requirement of the bid security and guarantee issuing bank. E-GP System shall not have any influence on the decision of the bank.		

<b>REQ 364</b>	If banks agree to issue the bid security or guarantees for the bidder, the bank completes the bid security/guarantee online and submits to the e-GP. The submission should be linked with the relevant tender and bidder for which the security/guarantee is issued. Bid security should be viewed by the Bid Opening Committee at the time of bid opening.		
<b>Business and Technical Requirements</b>			
<b>REQ 365</b>	Payments should be via 2 modes i.e. payment gateway or banks network.		
<b>REQ 366</b>	Payment Gateway Integrator will integrate with e-GP to offer online payment services.		
<b>REQ 367</b>	In case of Bid security and guarantees, banks and insurance companies shall use e-bid security and guarantee management module, which allows banks and insurance companies issues bid securities and other guarantees and manage their validity, extension, increase/decrease of values, release of payments, etc.		
<b>REQ 368</b>	The System should be able to keep records of all payment transactions related to procurement and Contract payments in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 11. Administrative Review

This module of the e-GP System will allow tenderers to lodge a complaint or seek review of the decisions in the procurement conducted by PEs. The e-GP system should facilitate aggrieved bidders to seek for a review of procurement proceedings from the Administrative review process.

A bidder may seek administrative review for any omission or breach by a procuring entity according to the prevailing legislative provision or any regulations or guidelines made under the provisions of the bidding documents, including best practices. The module should allow for the following:

- Online facilities for a bidder to initiate an Administrative Review to the Administrative review Board (PPARB) during the notification period and prior to the award of contract;

- Bidder shall accompany the request by electronically depositing a non-refundable amount equal to 15% of the tender sum or Kshs 200,000 where tender sum is not determinable at the time for filing the request for review.
- The AO of a PE shall within five (5) days or such lesser period or as may be stated electronically submit a written memorandum of response to the request for review and a link to facilitate access to the e-GP system in order to review the particular public procurement or asset disposal process under review.
- The Secretary of Review Board shall electronically notify all other parties to the review upon receipt of such documents/link and give reasonable date fixed for hearing as per the format set out in the Regulations (template required).
- A party to the review process may electronically file a preliminary objection to the Secretary of Review Board within three (3) days of the date of notification and shall electronically pay the fees chargeable as per the Regulations
- The Secretary in consultation with the Chairperson nominates members of review panel consisting of at least three (3) members.
- The Secretary to the Review Board assigns roles and responsibilities to the members of the review panel.
- The system communicates to members of the review panel through email and sms of their appointment and gives them access to the e-GP system.
- Hearing of the review may take place online (videoconferencing) and the Secretary to the Review Board shall electronically publish the decision of the review panel in the e-GP system and State Procurement Portal.

If the PE has a Preliminary Objection (PO) to the request for review

1. The PE pays the predetermined fee for the PO to the designated PPRA bank account online.
2. The PE electronically submits PO to the ARB (template required).
3. PO is received online and automatically given a unique Identification number and acknowledged by Secretary ARB online.
4. Electronically serve PO to Applicant and Interested Parties online.
5. Submit an online response to the PO.
6. Online receipt of the Applicant's response to PO
7. Serve the PO and Applicant's Response to PO to ARB panel members online
8. The ARB panel members conduct a hearing where parties make oral presentations of their argumentations for or against the PO.
9. Determination of the outcome of the PO by discussion of the oral presentations and review of documents and written submissions and making a decision on the PO.
10. Issuance of ARB ruling on the PO.
11. Preparation and Communication of signed ARB ruling on the PO to the Applicant and the AO of PE.

If the Preliminary Objection (PO) is upheld the case ends but if the PO is rejected, the hearing of the substantive case proceeds as below:

1. The ARB panel members conduct a hearing where parties make oral presentations of their argumentations for or against the Grounds for Review.
2. Determination of the outcome of the RFR by discussion of the oral presentations and review of documents and written submissions and making a decision on the RFR
3. Issuance of ARB ruling on the RFR preparation and Communication of signed ARB ruling on the RFR to the Applicant and the AO of PE.
4. The accounting officer of a PE may the suspension / Terminate / Repeat a stage of the procurement process (whichever is ordered by the ARB) in the system following the procedure provided for in the Procurement Law.
5. If the Applicant or the PE contest the decision of the Review Board in the High Court and High Court issues a stay order on the procurement process, the Accounting officer shall suspend the procurement process in the system.
6. As determined by the High Court the Accounting Officer of a PE may uplift the suspension / Terminate / Repeat a stage of the procurement process in the system following the procedure provided for in the Procurement Law.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Administrative review</b>			
REQ 369	<p>The system should allow bidders to submit online applications for administrative reviews detailing reasons and evidence where possible of unsatisfactory conduct of the public procurement process. The request for administrative review should retrieve the following information;</p> <ul style="list-style-type: none"> <li>• Name and address of bidder</li> <li>• Name of authorized representative of bidder</li> <li>• Contact details</li> <li>• Procurement reference number</li> <li>• Name of PE</li> <li>• Specific act or omission in relation to the procurement</li> <li>• Bidders grounds for administrative review</li> <li>• Date of initial request for administrative review</li> <li>• Area of complaint</li> </ul>		

	<ul style="list-style-type: none"> <li>• Administrative review reference number</li> <li>• Applicant's ground for review</li> <li>• Any other information required and</li> <li>• Attachment of supporting documents</li> </ul>		
<b>REQ 370</b>	The system should allow the bidder to attach any supporting documents to the application form.		
<b>REQ 371</b>	The system shall allow the Accounting Officer of the PE to provide a response to the request for administrative review through clarifications online or through attaching relevant documents and giving access to the relevant documents of the bidding process.		
<b>REQ 372</b>	The system shall facilitate the hearing process and record the resolutions		
<b>REQ 373</b>	Aggrieved bidder shall be notified of the outcome of the Administrative Review through the system. The aggrieved bidder should be able to see the status of their review at all stages of their application		
<b>REQ 374</b>	<p>The system shall allow the e-GP PE user to;</p> <ul style="list-style-type: none"> <li>• Dismiss the appeal as frivolous and notify all bidders and concerned parties/ officials and proceed with the procurement process.</li> <li>• Dismiss a non-frivolous appeal after examination and notify all bidders and concerned parties/ officials and proceed with the procurement process.</li> <li>• Record the determinations in favor of the applicant, recommending corrective actions and notifying all concerned parties.</li> <li>• The system shall enable the PE to make corrective actions for the bid under successful administrative review within the system.</li> </ul>		
<b>REQ 375</b>	In case of appeal to the Administrative Review Board, a fee may be applicable, so the option of payments with the application should be ensured, if applicable. Amount of such fee shall be known to the bidder before application.		
<b>Business and Technical Requirements</b>			
<b>REQ 376</b>	The system should have the ability to restrict accepting a request for administrative review only within the specified period prescribed by the procurement legislation.		



<b>REQ 377</b>	The system should have the ability to restrict initiation of administrative reviews only to applications that have been paid for.		
<b>REQ 378</b>	The system should have the ability to send a notification to the Accounting Officer upon receipt of an application for an administrative review		
<b>REQ 379</b>	The system should have the ability to suspend the procurement process when the administrative review process commences		
<b>REQ 380</b>	The system should have the ability to send notifications to all concerned parties at all stages of the administrative review process for example; notification to all bidders and Procuring Entity (Accounting Officer) on initiation of the process, notification on suspension of the procurement process pending an administrative review, and notifications on decisions of the proceedings at all levels amongst others.		
<b>REQ 381</b>	The system should have the ability to generate a unique reference number for each administrative review application for which the status and details of the application can be tracked in the system.		
<b>REQ 382</b>	The system shall have the ability to maintain a record of all proceedings, hearings and correspondences for all administrative reviews		
<b>REQ 383</b>	The system shall allow the Administrative Review Board to view the entire procurement history capture in the system for which a complaint is logged.		
<b>REQ 384</b>	The system should have the ability to maintain a record of all complaints, clarifications, correspondences and decisions.		
<b>REQ 385</b>	The system should have the ability to maintain strict confidentiality of the review process allowing only assigned Administrative Review Board members to have access to the documents and communication unless explicitly nominated by the chairperson of the Review Board.		
<b>REQ 386</b>	The system should generate the resolution of administrative review in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 12. Templates Library

One of the key advantages of the e-GP system is that the system shall have a tool of creating and maintaining a repository of Standard Bidding Documents, forms and any other template for multiple activities carried out during the public procurement cycle. This shall help in establishing uniformity across all PEs as they would be using same bidding documents, forms, and type of excel templates (especially for BoQs, Schedule of activities, and other large tabular data entry for offline data entry and download of structured data) and forms through the e-GP system and they will be able to easily evaluate different bid responses since they will be in the same format. The key purpose of the use of e-SBDs and templates are:

- a. Standardize the use of procurement documents and enhance efficiency.
- a. Capture the structured data and information on bids and allow efficient evaluation and comprehensive analysis of data for procurement decisions.
- b. Capacitate the users of e-GP with automated recommendations from the system based on the already known information in the system.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Standard Bidding Document (SBD) Designer</b>			
<b>REQ 387</b>	The e-GP system shall have a separate module with SBD Designer for creating, updating, using standard templates and forms for procurement activities, Standard Bidding Documents, Notification Templates, amongst others as prescribed.		
<b>REQ 388</b>	PPRA shall have responsibility to develop the standard bidding document templates in the system. e-GP System Administrators and PPRA Administrators shall be able to create, customize, enable or disable, upload and update the template library, after approval from The National Treasury.		
<b>REQ 389</b>	These templates shall be available, and the e-GP PE Users shall be able to work online or download the same excel templates on their computers and use them for preparing their specific documents.		
<b>REQ 390</b>	The e-GP System shall recommend the relevant template of SBD based on the APP information about the nature of procurement, use of procurement method, thresholds		

	and other parameters.		
<b>REQ 391</b>	The e-GP System should allow the e-GP Administrator and PPRA to add new SBDs and templates, update the existing one and remove if not used anymore.		

### 13. e-Catalog

An e-catalog should include an exhaustive list of goods, works and services procured by the various government entities. e-Catalogs play an important role in e-Procurement systems by standardizing the classification of products and identification of items based on their specifications across various phases of the procurement cycle such as bidder registration in different categories, procurement planning, procurement requisitioning, purchase of goods, works or services, evaluation, inventory management and strategic reporting for procurement policy.

To strengthen the development of a robust and mature e-Procurement system for public procurement in Kenya, e-Catalog has been identified as a key component. This will ensure that a standard product codification is used throughout the entire public procurement process across all procurements by PEs, and in reconciling procurement with the IFMIS. It harmonizes the cost of procurement and eases doing business. A set of common use items have already been categorized under the existing IFMIS based e-Procurement system, which should be imported into the new e-GP System and expand the list with rest of the items identified by the PPD.

The e-Catalog shall centrally be managed by PPD or delegated entity by PPD to ensure accuracy and standardization of information maintained therein. Management of the e-Catalog entails; addition of new items, updates to existing items like modifying the item specifications, units of measure, location and price. Management also includes de-activation of items for various reasons such as items becoming obsolete, items not being procured per duration as defined by GoK (e.g. 2 years) and items no longer required for GoK operations.

The e-catalog should support the importation and adoption of the United Nation Standard Products and Services Code (UNSPSC) coding systems.

<b>Functional Requirements Description</b>		<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>REQ 392</b>	The system shall facilitate creation of items in the e-Catalog from which items are		

	selected for procurement. These items shall be categorized as goods, works, and services (consultancy and non-consultancy services) as defined in the procurement legislation.		
<b>REQ 393</b>	Creation and maintenance of the items in the e-Catalog shall be designated solely to the e-GP system administrator. Updates to the e-Catalog shall be restricted to be initiated by the PEs but to be carried out by the concerned team within PPD.		
<b>REQ 394</b>	The system shall facilitate creation of item groups or categories and sub-categories to facilitate logical grouping of items procured by GoK. (e.g. Goods/Health Care/Pharmaceuticals/Product group/Product Name).		
<b>REQ 395</b>	The system should have the ability to facilitate definition/generation of unique identification numbers for each item in the e-Catalog in line with the classification standards in use.		
<b>REQ 396</b>	The system should have the ability to facilitate creation of multiple levels of sub-categories under a defined category.		
<b>REQ 397</b>	<p>The system should have the ability to facilitate creation/addition of items, under a sub-category in the e-catalog. The following illustrative mandatory information should be provided:</p> <ul style="list-style-type: none"> <li>• Item name</li> <li>• Item category/sub-category/group</li> <li>• Item description</li> <li>• Item specifications (including support for uploading attachments)</li> <li>• Units of measurement</li> <li>• Item Status (active/inactive)</li> <li>• Dimensions of item (based on type of item e.g. height, width, volume, weight etc.)</li> </ul>		
<b>REQ 398</b>	The system should have the ability to facilitate capturing unit of measurements based on group/category of items.		
<b>REQ 399</b>	The system should have the ability to facilitate sending notifications to the PEs whenever new item categories, sub-categories and item codes are added to the e-catalog based on the relevance of the items to the PE.		
<b>REQ 400</b>	The system should have the ability to facilitate submission of new item code category, sub-category or item creation requests by the e-GP system administrator based on e-GP		

	users' requests.		
<b>REQ 401</b>	During creation of such requests, the system shall facilitate the PE e-GP user to search the existing e-catalog, for the items' existence, using the name (part or full) which is proposed for addition to the e-catalog.		
<b>REQ 402</b>	The system should have the ability to facilitate e-GP system administrator to examine the item creation request and approve or reject the same. During approval process, system should provide the approver with a list of items with similar specifications to enable approver to validate the new item creation request.		
<b>REQ 403</b>	The system should have the ability to facilitate deactivation/reactivation/blocking an item code for purposes of restricting usage of these item codes during procurement.		
<b>REQ 404</b>	The system should have the ability to facilitate definition of unit rates for each item in the e-catalog.		
<b>REQ 405</b>	In cases where procurements are under framework contracts the system shall facilitate storage of the rates/ prices against items procured.		
<b>REQ 406</b>	The system should have the ability to facilitate recording of multiple rates for the same item (e.g. rate margins based on the geographic locations, incremental units etc.)		
<b>REQ 407</b>	The system should have the ability to facilitate updates of the rates maintained against each item in the e-catalog on a periodic basis, based on the prevailing market rates arrived at through market assessments by the authorized entity.		
<b>REQ 408</b>	Items procured by framework agreement shall clearly be indicated on the system and the system shall facilitate storing the bidder's unique identification number (or multiple bidder ids as per rate contract).		
<b>REQ 409</b>	The system should have the ability to facilitate aging analysis of items based on last transaction date including providing report generation facilities for all categories of items.		
<b>REQ 410</b>	The system should have the ability to maintain detailed audit trail and history for each item category, sub-category and item code including details of users and dates when changes are made to the items and revision in the price for item codes etc.		
<b>REQ 411</b>	The system should have the ability to maintain different prices per item in the e-Catalog. These prices shall include; price per unit of measure in the various region of the country.		

<b>REQ 412</b>	The system should have the ability to derive average, moving average and median prices per item in the e-Catalog.		
<b>REQ 413</b>	The system should facilitate the e-GP system administrator to update the Reference Price maintained in the e-Catalog and select the prices to be used in the procurement process.		
<b>REQ 414</b>	The system should generate the resolution of administrative review and appeal in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geotag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		

#### 14. Performance Management

Performance Management module of the e-GP system shall measure and analyze supplier and PE performance and will also allow both to record their satisfaction throughout the contract management lifecycle.

<b>Req. No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>Performance Management</b>			
<b>REQ 415</b>	<p>The system shall enable the evaluation of supplier performance by measuring key supplier performance metrics such as:</p> <ul style="list-style-type: none"> <li>- Time such as delivery performance,</li> <li>- Cost such as contract price performance/cutting corners</li> <li>- Quality such as adherence to technical specifications and contract terms, performance standards and international standards</li> <li>- Efficiency - prompt response to complaints and instructions</li> <li>- Business ethics</li> <li>- After sale support</li> <li>- Knowledge transfer</li> <li>- Bidders capacity and consistency</li> </ul>		

	<ul style="list-style-type: none"> <li>- Resolution of compliance issues</li> </ul> <p>The system shall also generate reports and analytics to measure these performance metrics.</p>		
<b>REQ 416</b>	<p>The system shall enable the evaluation of PEs performance by measuring key PE performance metrics such as:</p> <ul style="list-style-type: none"> <li>- Payment as per deliverables,</li> <li>- Efficiency - prompt response to complaints and enquiries</li> <li>- Business ethics</li> <li>- Contract management practices</li> <li>- Offering technical assistance</li> </ul> <p>The system shall also generate reports and analytics to measure these performance metrics.</p>		
<b>REQ 417</b>	<p>System shall allow e-GP user to provide feedback on bidders/PE performance at any point in time.</p>		

## 15. Debarment Process

The debarment module in an e-GP system is an additional functionality and may be a stand - alone system that is integrated to the e-GP system.

PEs that are aggrieved by a provider shall request the PPRA to suspend the provider from future provision of services to GoK for a specified duration. The PPRA upon receipt of a request to suspend a provider shall review the allegations and seek clarification from both parties. The provider and PE shall be notified of the PPRA's decision and the provider's profile updated accordingly.

<b>Req No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>Debarment Process</b>			
<b>REQ 418</b>	Online application for request for debarment by an interested party (individual/ Firm / Investigative Agency / PE). Template required		
<b>REQ 419</b>	PPRA (Director General) to electronically confirm receipt of request for debarment.		
<b>REQ 420</b>	Within 7 days of receipt of a complaint the Director General or the appointed person shall (i) send an online notification to the respondent of the intended debarment, the grounds for debarment, the period within which they must respond and the		

	consequences of failure to respond (ii) send an online notification to the party that requested for the debarment		
<b>REQ 421</b>	The respondent shall electronically submit their response (with supporting documents) to the Board within fourteen (14) days of receipt of a notice of intended debarment,		
<b>REQ 422</b>	Debarment Secretariat shall conduct an online analysis of the case within thirty (30) days of the application to determine whether there is a prima facie case for debarment;		
<b>REQ 423</b>	The Debarment Committee shall have an off-line preparatory / preliminary meeting to review the report prepared by the Secretariat		
<b>REQ 424</b>	If there is no prima facie case for debarment, refer the case to the Board for decision making		
<b>REQ 425</b>	If there is a prima-facie case for debarment: The Debarment Secretariat shall electronically issue a seven-day notice of hearing to the parties.		
<b>REQ 426</b>	The Debarment Committee shall conduct a hearing meeting off-line and prepare a report of its findings with a recommendation.		
<b>REQ 427</b>	The Board shall make a decision to either reject or approve a recommendation for debarment within thirty (30) days from days of receipt of request for debarment;		
<b>REQ 428</b>	Online communication of the Board's decision to the parties involved in the debarment proceedings within two (2) days from the date of determination.		
<b>REQ 429</b>	A party dissatisfied by the decision of the Board shall seek Judicial Review in the High Court within fourteen (14) days from the date of communication of the Board's decision.		
<b>REQ 430</b>	After the expiry of twenty-one (21) days from the date of the debarment decision, PPRA shall forward the details of the debarred person / firm to the Cabinet Secretary of The National Treasury & Planning for gazettelement		
<b>REQ 431</b>	The system shall enable e-GP PE user to request for a bidder/provider to be suspended by registering a complaint against a bidder from the e-GP system and retrieving details like Procurement reference number, nature of complaint etc.		
<b>REQ 432</b>	The system shall enable PPRA to review the request submitted by the e-GP PE User for suspension/debarment including supporting documents.		
<b>REQ 433</b>	The system shall enable PPRA to seek clarifications from the PE and bidder with reference to the suspension/debarment application submitted.		
<b>REQ 434</b>	The system shall enable e-GP PE user as well as the bidder/provider to submit clarifications sought by PPRA with reference to the suspension/debarment application		



	submitted		
<b>REQ 435</b>	The system shall allow PPRA to reject the application submitted by the PE based on review of application and supporting documents.		
<b>REQ 436</b>	The system shall allow PPRA to attach copies of all discussions and evidence deemed necessary for the suspension/debarment process and also provide any comments on the same.		
<b>REQ 437</b>	The system should allow PPRA to freeze any activity on the business profile of a suspended bidder / provider e.g. prequalification, IFB, award of contract.		
<b>REQ 438</b>	e-GP User shall be able to input timeframe for suspension/debarment on the e-GP system. Upon expiry of this timeframe, both e-GP User and Bidder/Provider shall be notified.		
<b>REQ 439</b>	The list of suspended/debarred bidders/providers shall be published on the e-GP Portal for public access.		
<b>REQ 440</b>	The system should generate the resolution of debarment decision in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 16. Disposal

This module of the e-GP System caters for disposal process.

<b>Req No.</b>	<b>Functional Requirements Description</b>	<b>Bidder's Response</b>	<b>Reference page in the bidding document</b>
<b>Disposal</b>			
<b>REQ 441</b>	Provision to allow an authorized user to upload an approved annual disposal plan. The system shall allow for the uploading of the disposal plan.  Method of disposal not limited to; Transfer to another PE, sale by Public tender, sale by public auction trade in, waste Disposal Management, e-Waste and disposal to employee.		
<b>REQ 442</b>	Provision to allow an authorized user to upload more than one excel template		

REQ 443	The system should have the provision to view, edit and delete the annual disposal plan created		
REQ 444	The system should enable an authorized user to add/create a disposal entry line to the disposal plan		
REQ 445	The system should prompt the user to add a justification of the method of disposal chosen.		
REQ 446	The system should allow for the selection of appropriate SBDs based on the method of disposal		
REQ 447	The system should allow a bidder to attach supporting documents to their bid if required.		
REQ 448	If the offer on an item is below the reserve price, the system should restrict the assets disposal.		
REQ 449	The system should allow for the use of e-Auctioning as a method of price discovery for disposals.		
REQ 450	The system should allow for the online submission of bids.		
REQ 451	The system should allow for the evaluation of bids online.		
REQ 452	The system should allow for contract management by user department post signing of contract with selected bidder till the time the asset/ goods are disposed of and payments are received and accounted for by the PE.		
REQ 453	<p>Methods of disposal</p> <p><u>Sale by public tender</u></p> <p>The process for disposal shall be conducted in accordance with the rules and procedures as set out in Section 74 to 87 of the PPADA,2015. The electronic process of disposal by open tender as prescribed in the open tender process.</p> <p>Employees of a public entity are allowed to participate in disposal processes through public tender and auction provided the employee is not directly involved in the</p>		

	<p>disposal proceeding.</p> <p>Bidders and Employee shall make payment to the PE where applicable through the e-payment module.</p> <p>Transfer to another public entity pursuant to provisions of Regulation 182</p> <ol style="list-style-type: none"> <li>1. The AO of Receiving PE will electronically place a request to the AO of the Transferring PE for transfer of assets, equipment or stores.</li> <li>2. The AO of the Transferring PE will electronically approve the request as per recommendations of the disposal committee.</li> <li>3. Upon approval by the AO of the Transferring PE, the HoP shall electronically request the officer in-charge of the store and inventory to issue the items to the Receiving PE.</li> <li>4. The officer in-charge of the store and inventory shall reconcile the records accordingly.</li> <li>5. The Receiving PE shall make payment to the Transferring PE where applicable.</li> </ol> <p><u>Trade-in pursuant to provisions of Regulation 197 to 200</u></p> <ol style="list-style-type: none"> <li>1. The user department shall justify the use of the trade-in disposal procedure and electronically submit its recommendations to the accounting officer for approval through the head of procurement function.</li> <li>2. Once the requisition is approved by the Accounting Officer the Head of Procurement is notified electronically to commence trade-in disposal process</li> <li>3. The PE identifies the party/supplier through open tender/request for quotation/direct procurement as appropriate. The procedure is as described in Tables 8,10,11,12,13 and 14 and following provisions of Regulation 200</li> <li>4. The items are traded in after contract award.</li> </ol> <p><u>Sale by auction</u></p> <ol style="list-style-type: none"> <li>1. The procuring entity shall electronically invite bids through a publication of an announcement of auction sale for a minimum period of fourteen (14) days.</li> </ol>		
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	<p>2. An auction notice shall include the following—</p> <ul style="list-style-type: none"> <li>(a) the name, address and contact details of a procuring entity;</li> <li>(b) the nature of the disposal requirement, including the description and quantity of stores, assets and equipment. The PE through the e-GP system should provide a link to a window with additional details of the items being disposed. This may include photos; the location and timetable for disposing of the stores, assets and equipment; a statement of any key eligibility requirements to participate in the auction sale, such as official identification paper for individuals (KRA PIN), company registration, cash or bank draft, evidence of qualification to dispose of the stores, assets or equipment in the context of public health and safety and environmental protection; instructions on the location and time of the auction; and name and address of the auctioneer contracted</li> </ul> <p>3. Interested bidders shall electronically express interest to participate in the auction and pay a deposit through the e-payment module.</p> <p>4. Interested bidders shall be sent a link on the day of the auction to access and participate in the auctioneering process in the system.</p> <p>5. Interested bidders shall participate in the electronic auction by continuously updating their bids for the duration of the e-auction. The system shall display the real time bids for all bidders.</p> <p>6. The system shall have a timer to allow interested bidders to provide a counteroffer within the duration of the e-auction. After expiry of the timer the prevailing bid shall be deemed to be the highest.</p> <p>7. The successful bidders in the e- auction shall be given a period of at least fourteen days from the date of the e- auction to electronically pay for the items and take possession of them and remove them from the procuring entity's premises. Where the successful bidder fails to meet the aforementioned requirements, the bidder shall forfeit the bid deposit and the items may be offered to the second highest bidder.</p> <p>8. The HoP shall electronically request the officer in-charge of store and inventory to issue the items to the successful bidder.</p>		
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	<p>9. The officer in-charge of store and inventory shall reconcile the records accordingly.</p> <p><u>Waste disposal management</u></p> <ol style="list-style-type: none"> <li>1. The disposal committee shall justify the use of waste disposal management and electronically submit its recommendations to the accounting officer for approval through the head of procurement function.</li> <li>2. Once the requisition is approved by the Accounting Officer the Head of Procurement is notified electronically to commence the procurement process for waste disposal management services.</li> <li>3. A PE shall electronically procure waste disposal management services as per the description in Regulation 187 and 194.</li> <li>4. The items are disposed after contract award.</li> </ol> <p><u>Disposal to Employees</u></p> <ul style="list-style-type: none"> <li>• Disposal to an employee shall be reported by an AO of a procuring entity to the Authority within thirty (30) days of the disposal.</li> <li>• Employee shall make payment to the PE where applicable through the e-payment module</li> </ul>		
<b>REQ 454</b>	The system should generate the resolution of administrative review and appeal in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents. Geotag should be captured, when recording location data of person, business entity, object of procurement location, delivery and storage.		

## 20. Development Partners

In some instances, procuring entities implementing projects funded by development partners apply different procurement guidelines, standard bidding documents, procurement method and evaluation criteria. This module of the e-GP System will facilitate Development Partners to view and provide clearance for procurements funded by them.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Development Partners Projects</b>			
<b>REQ 455</b>	The system should have flexibility to handle projects funded by development partners that have different procurement guidelines, standard bidding documents, procurement methods and evaluation criteria.		
<b>REQ 456</b>	The system should be able to add extra information for projects funded by development partners like loan number, grant number, funder information, project information, Executing agencies and Implementing agencies.		
<b>REQ 457</b>	The system shall provide access to the e-GP system to the users from the Development partners managing different projects for reviewing the documents and procurement activities based on prior or post review options as stipulated in the financial agreement with the government for different projects.		
<b>REQ 458</b>	The Development partner users should be able to provide online clearance ( NO OBJECTION) to the documents and procurement decisions.		
<b>REQ 459</b>	The system shall provide Standard Bidding Documents of the Development partners and use of those documents, if the procurement procedure of the development partners is used in the project execution.		
<b>REQ 460</b>	The system should explore and integrate with the online systems of the development partners for the seamless exchange of information, document and concluding transactions.		
<b>REQ 461</b>	The system should generate reports in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 21. e-GP Portal

e-GP portal is one of the interfaces with the stakeholders and the e-GP System. It provides access to all information related to public procurement as well as give access to the transactional section of the e-GP System for the registered users.

The portal should be accessible to the stakeholders and users through the mobile devices like the smart phones and tablets.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
<b>Public e-GP Portal</b>			
<b>REQ 462</b>	Projects and Procurement plans  1. The system should display all the Projects and procurement plans that have been submitted for a defined period of time and also enable users to view, download and export the projects and procurement plan to excel. The system should also have a provision of sharing information on different social media that will be defined.		
<b>REQ 463</b>	Disposal plans  The system should display all the disposal plans that have been uploaded for a defined period of time and also enable users to view and download the disposal plan.		

REQ 464	<p>Current tenders</p> <p>The system should display all current open tenders from all PEs specifying the date posted.</p> <p>The current tender page should have the following fields but not limited to; PE Name, Subject of procurement, Procurement type and method and Deadline of submission. The system should have a provision for viewing the bid notice including the bid document.</p> <p>The system should have a provision for sharing all the current tenders posted on by different PEs on different social media that will be defined and also enable the users to export the current tender page to excel or any other format</p>		
REQ 465	<p>Signed contracts Details:</p> <p>The signed contract page should have the following fields but not limited to:</p> <p>PE, Reference number, Subject of procurement, Service provider, Date signed, Date of commencement and date of completion, Status i.e. awarded or completed, Contract value, final value and other prescribed requirement.</p>		
REQ 466	<p>Suspended providers:</p> <p>System should provide easy search functionality to find the suspended/debarred providers.</p> <p>The suspended/debarred providers page should have the following fields but not limited to;</p> <p>Company/Firm name, Directors names, other companies where the Directors have a controlling interest), Provider address, Date suspended/debarred, Suspension/debarment end, Days remaining, Reason for suspension/debarment.</p>		



## 22. Compliance Management

This module of the e-GP System caters for compliance management.

Req	Functional Requirements	Bidder's Response	Reference page in the bidding document
<b>Compliance Management</b>			
<b>REQ 467</b>	The system should have real-time compliance monitoring functionality that has pre-defined risk factors which trigger system flags and audit alerts (Red flags) to both the PE, Bidder and the e-GP System Administrator and any other e-GP user to review the procurement process. Tenderer shall be required to define standard compliance risk factors and incorporate them into the system and allow to update as it changes.		
<b>REQ 468</b>	The system should allow for resolution of system flags that are triggered from the risk factors above before progressing.		

## 23. Workflow Management System and Workflow Designer

All the procurement processes of the PE, Suppliers and oversight entities, and e-GP Administration work based on the level of authority provided to the users.

Req No.	Functional Requirements Description	Bidder's Response	Reference page in the bidding document
Workflow Management			

<b>REQ 469</b>	The Workflow Management System contains the workflow engine and workflow designer in its core and workflow rules stored in an Authority register.		
<b>REQ 470</b>	All the modules will have an intelligent link with the workflow engine. The system should allow to create a new workflow, customize the existing flow, escalate to the higher and lower levels of workflow, delegate (horizontal and vertical) flow. It should be possible to identify and notify the status of the flow, which actions or processes completed, where the process is being carried out, where the process has stopped. Authorized person should have rights to review the process.		
<b>REQ 471</b>	The workflow automation module handles the flow of documents while preparing a tender, or a contract. The authorized personnel should use a workflow module for transferring draft tender documents and other documents through the document approval processes in each procuring entity with comments/ changes, and to seek approvals.		
<b>REQ 472</b>	All the activities in the workflow will be stored in an audit log with credentials of the person doing the activity, action details and timestamp. Audit trails of all user activities under the defined workflow shall facilitate the accountability of the users, officers and others who undertake procurements using e-GP system.		
<b>REQ 473</b>	Audit trails could be assessed by the authorized users for system audit to ensure smooth operation of e-GP system and its functions. Audit trails could also be shared with the court, auditor general and other relevant authorities with proper authorization.		
<b>REQ 474</b>	Workflow activities will be based on an Authority Register, which stores the user permissions to carry out authorized procurement/disposal activities.		
<b>REQ 475</b>	The system should generate reports in the format of Open Contracting Data Standard (OCDS) and also publish the relevant documents.		

## 24. Store Management Module

- Upon receiving the inspection and acceptance report, the officer in charge of the store will take charge of the goods accepted. The system should automatically generate a list of all the received and accepted goods with its attributes and quantities.
- The received and accepted goods shall automatically be updated into the stores ledger of the store management module.
- The System shall allow users of the goods to raise a stores requisition, taking into account the approval levels.
- The system should allow the officer in charge of the store to issue the good to the requestor and update the store ledger accordingly
- The system should provide for periodical (quarterly and annually) verification and stock taking and generation of reports.
- The system should provide for disposal/retire of items from the store. The officer in-charge of the store shall reconcile the records accordingly.

Item	Requirement	Bidder's Response	Reference page in the bidding document
	<b>Maintain Inventory Item / Products</b>		
<b>REQ 476</b>	Ability to maintain alpha numeric Character Item / Product code		
<b>REQ 477</b>	Ability to break item / product code in individual segments		
<b>REQ 478</b>	Ability to identify alternate items for the item / product		
<b>REQ 479</b>	Ability to create items with attributes that support Inventory, Project, Contracts, Maintenance and Purchasing module of application		
<b>REQ 480</b>	Ability to issue goods to the Department assets and/or to employees custody		
	<b>Maintain Item / Products information</b>		

<b>REQ 481</b>	<p>Ability to maintain the following information per Item / Product:</p> <ul style="list-style-type: none"> <li>Item / Product code (alphanumeric)</li> <li>Item / Product description</li> <li>Purchase lead time per Item / Product / supplier</li> <li>Supplier Item / Product code</li> <li>Stocking unit of measure</li> <li>Default selling unit of measure</li> <li>Weight</li> <li>Dimensions (length, width, height and volume)</li> <li>Stock level: Maximum, Re-order, Minimum and Buffer</li> <li>Date last in</li> <li>Quantity last in</li> <li>Cycle Count Category Code</li> <li>ABC Analysis code/Pareto/20-80</li> </ul> <p>Model(s) to be associated with</p> <ul style="list-style-type: none"> <li>Lot numbers</li> <li>expiry date for selective Item / Products only</li> <li>Serial numbers</li> <li>Additional user defined codifications</li> </ul> <p>Country of Origin</p> <p>Supplier bar code number</p> <p>Slow moving items as per certain criteria</p> <p>Inventory module account No.</p>		
	<b>Group inventory Item / Products</b>		
<b>REQ 482</b>	Ability to group the inventory Item / Products in user defined groups		
<b>REQ 483</b>	Ability to have 10 grouping levels / dimensions at least		
	<b>Maintain stock levels</b>		
<b>REQ 484</b>	Ability to maintain the minimum, maximum, re-order stock levels on:		
	Item / Product / location		

<b>REQ 485</b>	System alerts on the Item / Products to be replenished / transferred for the Item / Products below the pre-defined minimum levels		
	<b>Store / Location setup</b>		
<b>REQ 486</b>	Supports multiple store / locations/ showrooms		
<b>REQ 487</b>	Consolidate stock from multiple locations – including report		
<b>REQ 488</b>	Ability to consolidate stock from selected stores only		
	<b>Inventory costing -Define costing methods</b>		
<b>REQ 489</b>	Supports costing methods such as: FIFO Weighted Average LIFO		
	<b>Inventory transfers- Transfer stock Item / Products</b>		
<b>REQ 490</b>	Ability to generate Stock transfer requests		
<b>REQ 491</b>	Ability to route requests for appropriate approvals		
<b>REQ 492</b>	Ability to process inventory transfers between: Store locations Bins / Shelves		
<b>REQ 493</b>	Ability to show stock in transit until received at destination		
	<b>Maintain Max, Min &amp; Re-order levels by location</b>		
<b>REQ 494</b>	Ability to define maximum, minimum and re-order levels for each location and monitor stock against such levels		
<b>REQ 495</b>	Ability to generate weekly stock requirements list based on the following: On hand Quantity On order/In-Transit Quantity Min-Stock Level Stock requirement for a period of time Average issuance for past user defined time period Month-to-date issuance		
<b>REQ 496</b>	Ability to generate system alerts on need to transfer stock from one location to another e.g. if stock of an Item / Product below minimum level in one location		

	and stock of the same Item / Product is above re-order level in another location, system should		
	<b>Transfer at margin</b>		
<b>REQ 498</b>	Ability to process inter-divisions transfers with margin/markup		
<b>REQ 499</b>	Issue stock (other than sale transactions)		
<b>REQ 500</b>	Issue Stock for internal Transfer		
<b>REQ 501</b>	Ability to pick and dispatch Item / Products based on internal requests and track the following: Internal request number Requestor		
<b>REQ 502</b>	Issue stock on Requisition Order		
<b>REQ 503</b>	Ability to track stock with purchase order number for tracking and reporting		
<b>REQ 504</b>	Ability to dispose surplus items		
	<b>Physical inventory / cycle counts</b>		
<b>REQ 505</b>	Ability to define the cycle count per Item / Product or product category		
<b>REQ 506</b>	Ability to generate count sheets based on user defined criteria: Quantity, e.g. include Item / Products with quantity above 100 pieces Value, e.g. include the Item / Products with unit value above 50K Item / Product Groups Location User defined fields (price codes, Movement Code) On a random Basis		
<b>REQ 507</b>	Ability to sort the count sheets by: Item / Product Location Locator/ bin number		
<b>REQ 508</b>	Ability to count item / product using bar coding		
<b>REQ 509</b>	Ability to process physical count adjustments		
<b>REQ 510</b>	Ability to enter the physical count results with a different unit of measure from the Item / Product's stocking unit of measure		

<b>REQ 511</b>	Route physical count adjustments for proper approvals prior to committing them to the system		
	<b>Monitor the stock aging</b>		
<b>REQ 512</b>	Ability to generate stock aging analysis based on the receipt date		
<b>REQ 513</b>	Ability to generate stock aging report based on the receipt date by:		

## 25. Procurement Management Information System (PMIS)

The e-GP System should provide for a Management Information System to assist with procurement reporting as well as compliance monitoring function. This entails generation of meaningful statistical and analytical data and management reports. The PMIS should be equipped with a Business Intelligence tool for generating analytical and intelligent reports in the form of tables, charts, radar, and infographics with geo-tags.

Furthermore, the e-GP system should also provide for a user-friendly reporting tool with the following facilities, among others:

- Execution of predefined reports according to the statutory and ad hoc requirements.
- Defining dashboards for various e-GP users
- Creation of new reports using drag and drop features.
- Support RTF templates in the report layout.
- Support matrix, report group, pivot tables, forms, infographics, etc.
- Scheduling of reports printing.
- Sending report to multiple formats, spreadsheet, word processing, PDF, RTF, HTML.
- Viewing reports on a dashboard with drill down facilities.
- Emailing reports.
- Reports as required by Open Contracting Data Standards (OCDS).

## 26. Data analytics

The e-PMIS should have the ability to utilize Big Data analytic tools and Artificial Intelligence to be able to get deeper insights to the data.

## 26.1 Standard Reports and indicator-based reports

The following reports but not limited to will be required:

	Functional Requirements Description
Regular REPORT types	Reports
1. Monthly reports	<div>2. PART I: CONTRACTS AWARDED<ul style="list-style-type: none"><li>• Report Summary</li><li>• Contracts awarded under preference and reservation schemes</li><li>• Detailed Report</li></ul></div> <div>3. PART II: CONTRACTS AMENDED OR VARIED<ul style="list-style-type: none"><li>• Report Summary</li><li>• Detailed Report</li></ul></div> <div>4. PART III: CONTRACTS COMPLETED<ul style="list-style-type: none"><li>• Report Summary</li><li>• Detailed Report</li></ul></div> <div>5. PART IV: CONTRACTS TERMINATED<ul style="list-style-type: none"><li>• Report Summary</li><li>• Detailed Report</li></ul></div> <div>6. PART IV: REPORT ON LOW VALUE<ul style="list-style-type: none"><li>• Report Summary</li><li>• Completed low value Procurements</li><li>• Incomplete low value Procurements</li></ul></div> <div>7. PART VII: DISPOSAL<ul style="list-style-type: none"><li>• Report Summary</li><li>• Detailed Report</li></ul></div>



	<p>8. CONTRACTS DUE FOR COMPLETION</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Contracts due completion</li> </ul>
2. Procurement plan reports	<ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Detailed report</li> <li>• Report on amendment</li> </ul>
3. Invitation for bid reports	<p>1. PUBLISHED ITTs</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Published ITTs</li> <li>• Published Lots</li> <li>• Active Published ITTs</li> <li>• Expired ITTs</li> </ul>
4. Lowest Evaluated Bidder reports	<p>EXPIRED LOWEST EVALUATED BIDDER NOTICES</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Detailed Report</li> </ul>
6. Performance reports	<p>1. TIMELINESS OF CONTRACT COMPLETION</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Contracts completed in time</li> <li>• Contracts completed late</li> </ul> <p>2. PROCUREMENT LEAD TIME REPORTS</p> <ul style="list-style-type: none"> <li>• General Report Summary</li> <li>• Awarded Contracts summary</li> <li>• Awarded Contracts detailed</li> <li>• Completed Contracts summary</li> <li>• Completed Contracts detailed</li> </ul> <p>3. CONTRACTS COMPLETED WITHIN ORIGINAL</p>

	<p>VALUE</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Contracts Completed Within Original Value</li> <li>• Contracts Completed Above Original Value</li> </ul> <p>4. NUMBER OF BIDS RECEIVED PER TENDER</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Detailed Report</li> </ul> <p>5. BEST EVALUATED BIDDERS WITH ADMIN REVIEWS</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> <li>• Lots</li> </ul> <p>6. PROCUREMENT PERFORMANCE MEASUREMENT</p> <ul style="list-style-type: none"> <li>• General Report Summary</li> <li>• Procurement average score</li> </ul>
7. Disposal reports	<p>1. FIRST QUARTER</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul> <p>2. SECOND QUARTER</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul> <p>3. THIRD QUARTER</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul> <p>4. FOURTH QUARTER</p> <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul> <p>5. Final Annual Report</p>

	<ul style="list-style-type: none"> <li>• Report summary</li> <li>• Report Details</li> </ul> 6. Report on Disposal to employees <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul>
8. Debarred Suppliers reports	Annual Report <ul style="list-style-type: none"> <li>• Report Summary</li> <li>• Report Details</li> </ul>
Indicator-based Reports	<ul style="list-style-type: none"> <li>• Additionally, following indicators are expected to be captured through the e-Procurement System when fully developed.</li> </ul>

1. Procuring entities with a designated, specialized procurement function - <Level>

Period	Total number of procuring entities	procuring entities with a designated, specialized procurement function	% of total number of procuring entities
Completed Fiscal year <year>			
Completed Fiscal year <year>			

Source: e- GP Portal

2. Publication of Procurement Information

<Level>

	Total number of contracts	Procurement Plans Published (% of total)	Key Procurement Information Published (% of total number of contracts)	Invitation to bid (in % of total number of contracts)	Total number of appeals received	% of total appeals decisions posted
Completed Fiscal year <year>						
Completed Fiscal year <year>						

Source: [e- GP Portal](#)

**3. Share of procurement information and data published in open data formats (in %)**

	Total number of contracts	% of contracts for which procurement information and data published
Completed Fiscal year <year>		
Completed Fiscal year <year>		

Source: [e-GP Portal](#)

Uptake of e-GP <Level>

	Total number of procedures	Number of e-GP procedures in % of total number of procedures	Total value of procurement procedures ( in billions Ksh)	Value of e-GP procedures in % of total value of procedures
Completed Fiscal year <year>				
Completed Fiscal year <year>				

Source: [e- GP Portal](#)

## 5. Use of e-GP

	<Level>				
	Total number of bids submitted	No. of bids submitted online	% of bids submitted online	Total number of bids submitted online by Disadvantaged Groups	% of bids submitted by Disadvantaged Groups on line
Completed Fiscal year <year>					
Completed Fiscal year <year>					

Source: [e- GP Portal](#)

## 6. Strategies to Manage Procurement Data <Level>

Period	Total number of contracts	Total value of contracts in Ksh.	Total number of contracts awarded through competitive methods	Total value of contracts awarded through competitive methods	Volume of government expenditure in Ksh.	Public procurement as share of government expenditure	Volume of GDP in Ksh.	Public procurement as share of GDP
Completed Fiscal year <year>								
Completed Fiscal year <year>								

Source: [e- GP Portal](#)

**7. Selection and Contracting – time (Could be Data for Sampled Contracts (at least 100 cases)**

<Level>

Average time to procure Goods, works and services	Share of processes (in %) conducted in full compliance with publication requirements

**1. Selection and Contracting - methods**

<Level>

Competition Method	Total number of contracts	Number of days between advertisement/solicitation and	Average number of responsive bids	% of responsive bids

		contract signature		
ICB				
NCB				

Competitive method	Number of processes	Number of successful processes (awarded)	% of successful processes (awarded)	No. of processes failed to conduct under the initially planned procurement method	% of processes failed	No. of processes cancelled	% of processes cancelled	No. of processes awarded within timeframe	% of processes awarded within timeframe
Open tenders									
ICB									
NCB									

Source: Master Data table

### 9. Contracts Management (Total Number of Sampled Contracts) <Level>

Item	Data	Remarks
Time Over-run (%)		

Time Over-run ( days)		
Quality Control Measures and final acceptance are carried out as stipulated in the contract (in %)		
Invoices for goods, works and services are paid in time ( % of total number of invoices)		
Contracts amendments (in % of total number of contracts; average increase of contract value in %)		

Source: Master Table on Sample Contracts

#### 10. Access to Government Procurement Opportunities

	No. of registered suppliers	No. of registered suppliers participated and awarded	% of registered suppliers participated and awarded
Completed Fiscal year <year>			
Completed Fiscal year <year>			

	Total number of contracts awarded	Total value of contracts awarded	Number of contracts awarded to domestic firms	Value of contracts awarded to domestic firms in Ksh.	% of contracts awarded to domestic firms	Value of contracts awarded to domestic firms in %	Number of contracts awarded to foreign firms	Value of contracts awarded to foreign firms in Ksh.	% of contracts awarded to foreign firms	Value of contracts awarded to foreign firms in %
Completed Fiscal year										



<year>										
Completed Fiscal year <year>										

Source: [e- Procurement Portal](#)

## 11. Challenges and Appeals

	Number of appeals	Number of enforced decisions	% of enforced decisions	Number of appeals decisions posted on a central online platform	% of appeals decisions posted on a central online platform
Completed Fiscal year <year>					
Completed Fiscal year <year>					

Source: [e- GP Portal](#)

## 12. Decisions of the Appeals Body

	Number of appeals	Decisions					
		Dismissed		In favor of Entity		In favor of Application	
		Number	%	Number	%	Number	%

Completed Fiscal year <year>							
Completed Fiscal year <year>							

Source: [e- Procurement Portal](#)

### 13. Stakeholders Support to Strengthen Integrity in Procurement

	Total number of suppliers	Suppliers with internal compliance measures	% of suppliers with internal compliance measure
Completed Fiscal year <year>		-	-
Completed Fiscal year <year>		-	-

Source: Supplier database

### 14. Code of Conduct, Code of Ethics and Financial Disclosure

	<Level>		
	Total number of procuring entities	Number of entities with code of conduct or ethics	% of entities with code of conduct or ethics
Completed Fiscal year <year>			
Completed Fiscal year <year>			

<Level>

	Total number of officials involved in public procurement	No. of officials involved in public procurement who filed financial disclosure forms	% of officials involved in public procurement who filed financial disclosure forms
Completed Fiscal year <year>			
Completed Fiscal year <year>			

## **F. Service Specifications – Recurrent Cost Items APPLICABLE**

### **(i) Warranty Defect Repair**

1.1 The Supplier **MUST** provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

- (1) Warranty Defect Repair Service: [ for example, specify: coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

### **(ii) Technical Support Team APPLICABLE**

2.1 The Supplier **MUST** provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

- (1) user support / hot line: [for example, specify: coverage period; response time and problem resolution performance standards; etc.]
- (2) Technical Assistance: [for example, specify: categories of technical staff required; anticipated tasks and objectives; response-time performance standards; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]
- (3) Post-Warranty Maintenance Services: [ for example, specify: coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

### **(iii) Requirements of the Supplier's Technical Team APPLICABLE**

3.1 The Supplier **MUST** provide a technical team to cover the Procuring Entity's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

- (1) System Analyst: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]
- (2) Database Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.]
- (3) Programming Expert: [for example, specify: education/certifications, years' experience in, demonstrated successful experience in, etc.].

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the Procuring Entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

## **A. Implementation Schedule**

**Notes on preparing the Implementation Schedule** *the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of the System, and for the overall System it self—as well as any other major Contract milestones.*

**Note:** *The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.*

*The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contract obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.*

*To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).*

*The sample tables comprise:*

- a) An Implementation Schedule Table;*
- b) A Site Table(s); and*
- c) A Table of Holidays and other Non-Working Days.*

*The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.*

*Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages maybe applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.*

*The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:*

- a) Delivery and insurance;*
- b) Installation, including cabling and inter-building communications, etc.*
- c) Perform support services, such as warranty defect repair, maintenance, and other technical support services; and*
- d) Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.*

*This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.*

## **B. Implementation Schedule**

The implementation schedule for completing the assignment from the effective date of the contract is tabulated below:

S/no.	Deliverables	Duration
1.	Project Initiation Document (PID)/Inception Report (Project implementation plan, Risk register and risk management plan)	2 weeks after contract signing
	Detailed System Requirement Specification	4 weeks after contract signing
	System Design Document (SDD);which will include submission of a prototype, System Test Plans and Integration Framework	2 weeks after submission and SRS
<b>Phase I Modules</b>		
	Setup of Environments <ul style="list-style-type: none"> <li>• Development</li> <li>• Production (primary site and secondary site)</li> <li>• Staging and Training</li> <li>• Quality Assurance/Testing</li> </ul>	4 weeks from the effective date
	System development, customization, configuration and developer testing - Release	12 weeks after submission and approval of SDD and System and Integration Test Plan
	Systems integration - Release	8 weeks after System development, customization
	System documentation	3 weeks after Systems integration
	Delivery of training materials and Training	8 weeks after Systems integration
	Quality Assurance and System Testing - Acceptance Certificate	6 weeks after system integration
	Data migration and Testing - Report	2 weeks after Quality Assurance and System Testing
	GO – NO – GO Decision - Approval	1 weeks after data migration
	Go – Live	Go – Live
	Piloting in the identified Procuring Entities (PE)	9 months after effective date
	Knowledge and Skills Transfer	After Go – Live and during support and maintenance
<b>Phase II Modules</b>		
	System development, customization, configuration and developer testing - Release	8 weeks after Phase I Go Live
	System documentation	2 weeks after System development, customization, configuration and developer testing
	Delivery of training materials and Training	4 weeks after System Documentation
	Quality Assurance and System Testing - Acceptance Certificate	3 weeks after System Documentation
	GO – NO – GO Decision - Approval	1 weeks
	Go – Live	Go – Live
	Roll out	6 months after Phase I Go Live
	Knowledge and Skills Transfer	After Go – Live Phase II and during support and maintenance
<b>NB: Piloting of Phase 1 and development, installation customization integration configuration and testing of Phase 2 shall be done concurrently.</b>		

## i. Implementation Schedule Table

*[Specify desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

**Note:** The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

- - indicates not applicable. “Indicates repetition of table entry above.

**ii. Site Table(S)**

*[Specify: the detailed information regarding the site(s) at which the System is to be operated]*

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters The National Treasury Treasury Building,	Nairobi	Harambee Avenue,	

**iii. TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS**

*[Specify: the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]*

New Years Day .....	1 January
Good Friday .....	March or April
Easter Monday .....	March or April
Labour day .....	1st May
Madaraka Day .....	1st June
Idd-ul-Fitr .....	Date depending upon the appearance of the moon
Utamaduni Day.....	10th October
Mashujaa Day .....	20th October
Jamhuri Day .....	12th December
Christmas .....	25th December
Boxing Day .....	26th December
Idd-ul-Azha .....	Date depending upon the appearance of the moon



## **C. System Inventory Tables**

### **Notes on preparing the System Inventory Tables**

The System Inventory Tables detail:

- a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;
- b) the quantities of such Information Technologies, Materials, and other Goods and Services;
- c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)
- d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

**A. System Inventory Table (Supply and Installation Cost ITEMS) [insert: identifying NUMBER]**

Line-item number: [ specify: **relevant line-item number from the Implementation Schedule (e.g., 1.1)**]

[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.**]

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

**Note:** - - indicates not applicable. “ indicates repetition of table entry above.

**B. SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [INSERT: IDENTIFYING NUMBER]–**

Line-item number: *[specify: relevant line-item number from the Implementation Schedule (e.g., y.1)]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, .... etc.		----days	----days	----days
	...				

**Note:** - indicates not applicable. “ indicates repetition of table entry above.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### General Conditions of Contract

#### A. CONTRACT AND INTERPRETATION

##### 2 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

###### a) Contract Elements

- i) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- iii) “Contract Agreement” means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- iv) “GCC” means the General Conditions of Contract.
- v) “SCC” means the Special Conditions of Contract.
- vi) “Technical Requirements” means the Technical Requirements in Section VII of the tendering documents.
- vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the tendering documents.
- viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- ix) “Procurement Regulations” refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).
- x) “tendering documents” refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

###### b) Entities

- i) “Procuring Entity” means the entity purchasing the Information System, as **specified in the SCC**.
- ii) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.
- iii) “Supplier” means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- iv) “Supplier's Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.
- v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.
- vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle

any Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication)

**c) Scope**

- i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.
- ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- i) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- ii) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.
- iii) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre- commissioning, Commissioning, maintenance, and technical support.
- iv) “The Project Plan” means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The “Agreed Project Plan” is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- v) “Software” means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.
- vi) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- vii) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General- Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- viii) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- ix) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- x) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- xi) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- xii) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided

to the Procuring Entity under the Contract.

- xiii) “Standard Materials” means all Materials not specified as Custom Materials.
- xiv) “Custom Materials” means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- xv) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- xvi) “Supplier's Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

**d) Activities**

- i) “Delivery” means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.
- ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
- iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
- iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).
- v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
- vi) “Operational Acceptance” means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

**e) Place and Time**

- i) “Supplier's Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
- ii) **Unless otherwise specified in the SCC** “Project Site (s)” means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.
- iii) “Eligible Country” means the countries and territories eligible for participation in procurements.
- iv) “Day” means calendar day of the Gregorian Calendar.
- v) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.
- vi) “Month” means calendar month of the Gregorian Calendar.
- vii) “Year” means twelve (12) consecutive Months.

- viii) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).
- ix) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- x) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).
- xi) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.
- xii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under separate contract(s).

### 3 Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

### 4 Interpretation

#### 3.1 Governing Language

- 3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in **the English Language** of these tendering documents, and the Contract shall be construed and interpreted in accordance with that language.
- 3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

- 3.2 Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

#### 3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

#### 3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

#### 3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1<sup>er</sup>, 75008 Paris, France.

#### 3.6 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of



Contract.

### **3.7 Amendment**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

### **3.8 Independent Supplier**

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

### **3.9 Joint Venture**

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

### **3.10 Non-waiver**

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **3.11 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **3.12 Country of Origin**

“Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

## **5. Notices**

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

- 4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- 4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- 4.3 Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

## 6 Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.
- 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when
- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## 7 Fraud and Corruption

- 6.1 The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.
- 6.2 The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## B. SUBJECT MATTER OF CONTRACT

### 8 Scope of the System

- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.
- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.
- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC**, including the relevant terms, characteristics, and timings.

## **9. Time for Commencement and Operational Acceptance**

- 8.1 The Supplier shall commence work on the System with in the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

## **10. Supplier's Responsibilities**

- 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.
- 9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- 9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PPRA's prevailing sanctions procedures).

- 9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

## **11. Procuring Entity's Responsibilities**

- 10.1 The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.
- 10.2 The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).
- 10.3 The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.
- 10.9 The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.



## C. Payment

### 12 Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 11.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

### 13 Terms of Payment

- 12.1 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC**.
- 12.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).
- 12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.
- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

### 14 Securities

- 13.1 **Issuance of Securities**  
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.
- 13.2 Advance Payment Security
- 13.2.1 Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P \times a / (100 - a)$ , where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

### 13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

## 15 Taxes and Duties

14.1 For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called “Tax” in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## D. Intellectual Property

### 16 Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of any right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

### 17. Software License Agreements

- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier hereby grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
- Such license to access and use the Software shall:
- 16.1.1 be:
- i. non-exclusive;
  - ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
  - iii. **unless otherwise specified in the SCC** valid throughout Kenya;
  - iv. **unless otherwise specified in the SCC** subject to NO additional restrictions.
- 16.1.2 Permit the Software to be:
- i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;
  - ii. used or copied for use on or transferred to any replacement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;
  - iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
  - iv. reproduced for safe keeping or back up purposes;

- v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a reset forth in this Contract;
- vi. **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and
- i. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Procuring Entity will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

## 18. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Procuring Entity or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- 17.3.1 the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
  - 17.3.2 the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.
- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- 17.5.1 Now or hereafter enters the public domain through no fault of the Receiving Party;
  - 17.5.2 can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
  - 17.5.3 otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.



## E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

### 19. Representatives

#### 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier.

**Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause 4.

#### 18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

#### 18.3 Objections and Removals

18.3.1 The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, where upon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.

## **20. Project Plan**

19.1 In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

- i) Results accomplished during the prior period;
- ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
- iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- iv) other issues and outstanding problems; proposed actions to be taken;
- v) resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;
- vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

## **21. Sub-contracting**

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring Entity for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract

Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

## **22 Design and Engineering**

### **21.1 Technical Specifications and Drawings**

- 21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

### **21.2 Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

### **21.3 Approval/ Review of Controlling Technical Documents by the Project Manager**

- 21.3.2 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- 21.3.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.
- 21.3.4 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- 21.3.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.
- 21.3.6 If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement

includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

- 21.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.
- 21.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

## **23. Procurement, Delivery, and Transport**

- 22.1 Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
- 22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.
- 22.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.
- 22.4 Packaging and Transportation
- 22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.
- 22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.
- 22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

**Unless otherwise specified in the SCC**, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

- 22.4.4 For Goods supplied from outside Kenya:  
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:
- a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
  - b usual transportation documents;
  - c insurance certificate;
  - d certificate (s) of origin; and
  - e estimated time and point of arrival in Kenya and at the site.



22.4.5 For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

- a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- b Delivery note, railway receipt, or truck receipt;
- c certificate of insurance;
- d certificate (s) of origin; and
- e estimated time of arrival at the site.

22.5 Customs Clearance

- a) The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article 2 of the Contract Agreement.
- b) At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delays in customs clearance that are not the fault of the Supplier:
  - i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
  - ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

## 24 Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause 39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

## **25. Implementation, Installation, and Other Services**

- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

## **26. Inspections and Tests**

- 25.1 The Procuring Entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.
- 25.2 The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
- 25.3 Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may reject the component (s), and the Supplier shall either replace the rejected component (s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.
- 25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

## **27. Installation of the System**

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.
- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System in to production operation, as the case may be.

## 28 Commissioning and Operational Acceptance

### 27.1 Commissioning

- 27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:
- a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
  - b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
  - c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.
- 27.1.2 The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

### 27.2 Operational Acceptance Tests

- 27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.
- 27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

### 27.3 Operational Acceptance

- 27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when
- a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
  - b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
  - c) the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.
- 27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
- 27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:
- a) Issue an Operational Acceptance Certificate; or
  - b) Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
  - c) Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

- 27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
- 27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:
- a The Procuring Entity may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or
  - b If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.
- 27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.
- 27.4 Partial Acceptance
- 27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.
- 27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.
- 27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring Entity or Supplier.

## **F. Guarantees and Liabilities**

### **29. Operational Acceptance Time Guarantee**

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the



Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

- 28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.
- 28.4 If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

### **30. Defect Liability**

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that : (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- 29.6.1 Improper operation or maintenance of the System by the Procuring Entity;
  - 29.6.2 Normal wear and tear;
  - 29.6.3 use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
  - 29.6.4 modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- 29.7.1 any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

29.7.2 any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Procuring Entity shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Procuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

### **31. Functional Guarantees**

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

## **32 Intellectual Property Rights Warranty**

- 31.1 The Supplier here by represents and warrants that:
- 31.1.1 The System as supplied, installed, tested, and accepted;
  - 31.1.2 Use of the System in accordance with the Contract; and
  - 31.1.3 Copying of the Software and Materials provided to the Procuring Entity in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

## **33 Intellectual Property Rights Indemnity**

- 32.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
- 32.1.1 Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
  - 32.1.2 copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and
  - 32.1.3 sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring Entity's breach of GCC Clause 32.2.
- 32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
- 32.3 Such indemnities shall also not apply if any claim of infringement:
- 32.3.1 Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;
  - 32.3.2 Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or
  - 32.3.3 Results from the alteration of the System, including the Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.
- 32.4 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 32.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

**32.6 Such indemnity shall not cover**

32.6.1 any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

32.6.2 any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

**32.7 Such indemnities shall also not apply:**

32.7.1 If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

32.7.2 to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

## **34 Limitation of Liability**

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

33.1.1 the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and

33.1.2 the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

## **G. Risk Distribution**

### **35 Transfer of Ownership**

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.



- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

## **36 Care of the System**

- 35.1 The Procuring Entity shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- 35.2 If any loss or damage occurs to the System or any part of the System by reason of:
- 35.2.1 (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
  - 35.2.2 Any use not in accordance with the Contract, by the Procuring Entity or any third party;
  - 35.2.3 Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Procuring Entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.
- 35.3 The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

## **37 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the

Supplier for all reasonable expenses incurred in so doing.

- 36.4 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
- 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.
- 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

## **38. Insurances**

- 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably withhold such approval.
- 37.1.1 Cargo Insurance During Transport
- as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
- 37.1.2 Installation "All Risks" Insurance
- as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
- 37.1.3 Third-Party Liability Insurance
- On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.
- 37.1.4 Automobile Liability Insurance
- In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.
- 37.1.5 Other Insurance (if any), as specified in the SCC.**
- 37.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

- 37.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- 37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

### **39. Force Majeure**

- 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- 38.1.1 war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - 38.1.2 rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
  - 38.1.3 confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
  - 38.1.4 strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - 38.1.5 earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
  - 38.1.6 failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under

- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- 38.5.1 Constitute a default or breach of the Contract;
- 38.5.2 (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

## **H. Change in Contract Elements**

### **40. Changes to the System**

#### **39.1 Introducing a Change**

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2 A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

#### **39.2 Changes Originating from Procuring Entity**

39.2.4 If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:



- a Brief description of the Change;
- b Impact on the Time for Achieving Operational Acceptance;
- c Detailed estimated cost of the Change;
- d Effect on Functional Guarantees (if any);
- e Effect on any other provisions of the Contract.

39.2.5 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

- a accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- b advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- c advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6 Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9 Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

### 39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to

agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1 The value engineering proposal shall, at a minimum, include the following;

- (a) The proposed change (s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/ functionality.

39.4.2 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the systems; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the systems.

39.4.3 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
  - (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

#### **41. Extension of Time for Achieving Operational Acceptance**

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- 40.1.1 Any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- 40.1.2 Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- 40.1.3 Default of the Procuring Entity; or
- 40.1.4 Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## **42 Termination**

### **41.1 Termination for Procuring Entity's Convenience**

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- b) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;
- c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
  - i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
  - ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
  - iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

- a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
- c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and
- e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

### **41.2 Termination for Supplier's Default**

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause 41.2:

- a) If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- b) If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or
- c) If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- d) Has abandoned or repudiated the Contract;
- e) Has without valid reason failed to commence work on the System promptly;
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- g) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- h) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- i) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) below;
- j) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
- k) to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
- l) deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.



### 41.3 Termination by Supplier

#### 41.3.1 If:

- a) the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- c) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- d) Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3 (d) (ii);
- e) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- f) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
  - i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
  - ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
  - iii) to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

- 41.5** In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC**.

### **43 Assignment**

- 42.1 Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

## **I. Settlement of Disputes**

### **44 Settlement of Disputes**

#### **43.1 Adjudication**

- 43.1.1 If any dispute of any kind what so ever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

- 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

- 43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

- 43.1.4 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

#### **43.2 Arbitration**

- 43.2.1 If
- a) the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
  - b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
  - c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to

give notice to the other party, with a copy for information to the Adjudicator incase an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

**43.2.3** Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- b) The Procuring Entity shall pay the Supplier any monies due the Supplier.

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

#### A. Contract and Interpretation

##### 1. Definitions (GCC Clause 1)

GCC 1.1 (b) (i)	The Procuring Entity is: <b><i>The National Treasury</i></b>
GCC 1.1 (b) (ii)	The Project Manager is: <b><i>The Principal Secretary, National Treasury</i></b>
GCC 1.1 (e) (ix)	<b><i>There are no Special Conditions associated with GCC 1.1 (e) (x). Not Applicable</i></b>
GCC 1.1 (e) (xii)	The Post-Warranty Services Period <b><i>Twenty Four (24) Months after the warranty period.</i></b>

##### 2. Notices (GCC Clause 4)

GCC 4.3	<p>Address of the Project Manager: The Principal Secretary: <b>National Treasury Building, P.O. Box 30007-00100 Nairobi, Email: <a href="mailto:ps@treasury.go.ke">ps@treasury.go.ke</a></b></p> <p><b><i>Copy to Director, Public Procurement Department and the Project Manager</i></b></p> <p>Fallback address of the Procuring Entity: <b>The Principal Secretary: National Treasury Building, P.O. BOX 30007-00100 Nairobi, Email: <a href="mailto:ps@treasury.go.ke">ps@treasury.go.ke</a></b></p>
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#### B. Subject Matter of Contract

##### 3. Scope of the System (GCC Clause 7)

GCC 7.3	<p><b>The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender:</b></p> <table border="1"> <thead> <tr> <th>Line Item No.</th><th>Subsystem / Item</th></tr> </thead> <tbody> <tr> <td>1</td><td>Software subscription/Licenses</td></tr> <tr> <td></td><td>i) Application License</td></tr> <tr> <td></td><td>ii) Database License</td></tr> <tr> <td></td><td>iii) Operating System License</td></tr> <tr> <td></td><td>iv) Application Server License</td></tr> <tr> <td></td><td>v) Electronic Document and Records Management System License</td></tr> <tr> <td></td><td>vi) Any Others</td></tr> <tr> <td>2</td><td>Support and Maintenance</td></tr> </tbody> </table>	Line Item No.	Subsystem / Item	1	Software subscription/Licenses		i) Application License		ii) Database License		iii) Operating System License		iv) Application Server License		v) Electronic Document and Records Management System License		vi) Any Others	2	Support and Maintenance
Line Item No.	Subsystem / Item																		
1	Software subscription/Licenses																		
	i) Application License																		
	ii) Database License																		
	iii) Operating System License																		
	iv) Application Server License																		
	v) Electronic Document and Records Management System License																		
	vi) Any Others																		
2	Support and Maintenance																		



	3	Any Other Cost
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#### 4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: <b>within Thirty (30) days after signing of the contract (the Effective Date)</b>
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#### 5. Supplier's Responsibilities (GCC Clause 9)

### C. PAYMENT

#### 6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <b>NOT APPLICABLE.</b>
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#### 7. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <ol style="list-style-type: none"> <li><b>Ten percent (10%)</b> of Implementation Services Cost for Phase I, upon submission and approval of inception reports, Project implementation plan, risk management plan, SRS, SDD (submission of a prototype, System Test Plans and Integration Framework</li> <li><b>Forty percent (40%)</b> of Implementation Services Cost for Phase I, upon submission and approval of System development, customization, configuration and issuance of Acceptance certificate for the following Module; <ul style="list-style-type: none"> <li>Registration</li> <li>Procurement and Disposal Planning</li> <li>Initiation of Procurement Process/Requisition</li> <li>e-Bidding System</li> <li>e- Purchasing: e-Framework Agreements and e-Quotation</li> </ul> </li> <li><b>Twenty percent (20%)</b> of Implementation Services Cost for Phase I, upon submission and approval of System development, customization, configuration and issuance of Acceptance certificate for the following Module and regression testing; <ul style="list-style-type: none"> <li>e-Contract Management</li> <li>e-Payment and e-Guarantee Management Module</li> <li>e-Procurement Management Information System (e-PMIS)</li> <li>Electronic Document Management System and Workflow Management System</li> <li>Regression Testing (end to end testing) - acceptance certificate</li> </ul> </li> <li><b>Ten percent (10%)</b> of Implementation Services Cost for Phase I, upon submission and approval of System integration and issuance of Acceptance certificate for the following integration points;</li> </ol>
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	<ul style="list-style-type: none"> <li>• IFMIS</li> <li>• KRA</li> <li>• BRS</li> <li>• Payment Gateway</li> <li>• Financial Institution</li> <li>• AGPO,</li> <li>• NCA,</li> <li>• NIIMS/IPRS</li> <li>• Develop Standard API to exchange data to state corporation ERPs</li> </ul> <p>5. <b>Sixty percent (60%)</b> of Training and Skills Transfer Program Cost, upon training and delivery of training materials for Phase I</p> <p>6. <b>Hundred (100) percentage</b> of the software licenses cost upon delivery of the licensed software in Phase I.</p> <p>7. <b>Ten percent (10%)</b> of Implementation Services Cost for Phase I, upon submission and approval of System documentations, Data migration Go-Live and piloting in identified PEs’</p> <p>8. <b>Ten percent (10%)</b> of Implementation Services Cost for Phase I, upon handing over of the Application Source Code for Phase I</p> <p>9. <b>Forty percent (40%)</b> of Implementation Services Cost for Phase II, upon submission and approval of System development, customization, configuration and issuance of Acceptance certificate for the following Module and regression testing;</p> <ul style="list-style-type: none"> <li>• Debarment Process</li> <li>• E-Catalogue Process</li> <li>• e-Reverse Auction Process</li> <li>• e-Auction Process</li> <li>• Performance Management</li> <li>• Compliance Management System</li> <li>• Complaints Management System</li> </ul> <p>10. <b>Forty percent (40%)</b> of Implementation Services Cost for Phase II, upon Go Live</p> <p>11. <b>Twenty percent (20%)</b> of Training and Skills Transfer Program Cost, upon training and delivery of training materials for Phase II</p> <p>12. <b>Twenty Percent (20%) on completion of knowledge and skills transfer after do live and during system support period</b></p> <p>13. <b>Ten percent (10%)</b> of Implementation Services Cost for Phase II, upon handing over of the Application Source Code for Phase II</p> <p>14. <b>Ten percent (10%)</b> of Implementation Services Cost for Phase II, upon expiration of Phase II warranty period.</p> <p>15. Annual support and Maintenance (after warranty period)-</p> <ul style="list-style-type: none"> <li>• First year after warranty (Phase I) – to be paid Quarterly in arrears upon satisfactory performance of SLA terms</li> <li>• Second year after warranty (Phase I &amp; II) - to be paid Quarterly in arrears upon satisfactory performance of SLA terms</li> </ul> <p>( [Note: If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]</p>
GCC 12.3	<p>The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of:</p> <p><b>NOT APPLICABLE</b></p>

GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in <b>The Central Bank of Kenya</b>
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## 8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in Kenya Shillings or equivalent in a freely convertible currency for an amount equal to <b>10% percent</b> of the Contract Price from a Bank.  A foreign bank providing a Performance Security shall have a corresponding bank located in Kenya.
GCC 13.3.4	<b>During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be 10% percent of the Contract Price</b>

## D. Intellectual Property

## 9. Copyright (GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i>
GCC 15.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

## 10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i>
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>
GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i>

## 11. Confidential Information (GCC Clause 17)

GCC 17.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i>
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## E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

## 12. Representatives (GCC Clause 18)

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i> <i>The Joint Venture Agreement / Teaming Agreement shall provide the Suppliers Representative</i>

## 13. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <li>(a) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i></li> <li>(b) <i>Implementation Sub-Plan;</i></li> <li>(c) <i>Training Sub-Plan;</i></li> <li>(d) <i>Testing and Quality Assurance Sub-Plan;</i></li> <li>(e) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i></li> <li>(f) <i>Risk Register and Risk Management Plan</i></li> </ul> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements</i></p>
GCC 19.2	The project plan shall otherwise be agreed upon between the PE and the supplier <b>not later than 30 days after the initial presentation of the plan. i.e. Two (2) weeks from contract signing.</b>
GCC 19.6	<p><b><i>The Supplier shall submit to the Procuring Entity:</i></b></p> <ul style="list-style-type: none"> <li>(i) <i>monthly testing reports</i></li> <li>(ii) <i>monthly reports on job training and knowledge Transfer</i></li> <li>(iii) <i>monthly log of service calls and problem resolutions</i></li> <li>(iv) <i>Monthly or on need basis updated Risk Register</i></li> <li>(v) <i>Monthly or on need basis Project Progress Report</i></li> </ul>

## 14. Design and Engineering (GCC Clause 21)

GCC 21.3	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 21.3</i></p> <p><i>[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]</i></p> <p><i>[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [ state "none" or specify, for example:</i></p> <ul style="list-style-type: none"> <li>(*) <i>detailed site surveys;</i></li> </ul>
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	(*) <i>final Subsystem configurations;</i> (*) <i>etc.</i>
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### 15. Product Upgrades (GCC Clause 23)

GCC 23.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i>
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### 16. Inspections and Tests (GCC Clause 25)

GCC 25	<i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i>
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### 17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i>

## F. Guarantees and Liabilities

### 18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i>
GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i>

### 19. Defect Liability (GCC Clause 29)

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<i>Warranty period for both Phase I and Phase II shall be 180 days</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

### 20. Functional Guarantees (GCC Clause 30)

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
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## G. Risk Distribution

### 21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of [ <i>insert: monetary value</i> ] with deductible limits of no more than [ <i>insert: monetary value</i> ]. The
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	<p>insured Parties shall be <i>[ list insured parties ]</i>. The Insurance shall cover the period from <i>[ insert: beginning date, relative to the Effective Date of the Contract ]</i> until <i>[ insert: expiration date, relative to the Effective Date of the Contract or its completion ]</i>.</p> <p><i>(to be included during contract preparation)</i></p>
GCC 37.1 (e)	<p><b><i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i></b></p> <p><i>The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of <b>Kenya</b>. Specifically: Work Injury Benefit Act. The Insurance shall cover the period from the commencement until <b>Contract completion</b> date.</i></p> <p><i>The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of <b>Kenya</b>. The Insurance shall cover the period from the commencement until <b>Contract completion</b> date.</i></p>

## H. CHANGE IN CONTRACT ELEMENTS

### 22. Changes to the System (GCC Clause 39)

GCC 39.4	<p><b>Value Engineering</b></p> <p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. <b>NOT APPLICABLE</b></p>
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## I. Settlement of Disputes

### 23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	<p>The Appointing Authority for the Adjudicator is:</p> <p>The Adjudicator shall be appointed by: Nairobi Centre for International arbitration</p>
GCC 43.2.3	<p>If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of: <b>Nairobi Centre for International arbitration</b></p> <p>These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p>If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.</p>

## SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

*Performance Security:* Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

*Advance Payment Security:* Pursuant to Clause 13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

*Installation and Operational Acceptance Certificates:* Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

*Change Order Procedures and Forms:* Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

### **Notes to Tenderers on working with the Sample Contractual Forms**

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

*Contract Agreement:* In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

*Performance Security:* Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

*Advance Payment Security:* Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

## 1. NOTIFICATION OF INTENTION TO AWARD

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]*

*[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]*

1) For the attention of Tenderer's Authorized Representative Name: ..... [insert Authorized Representative's name]

Address: ..... [insert Authorized Representative's Address]

Telephone/Fax numbers: ..... [insert Authorized Representative's telephone/fax numbers]

Email Address: ..... [insert Authorized Representative's email address]

**[IMPORTANT: insert the date that this Notification is transmitted to all participating Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** ..... This Notification is sent by: [email/fax] on [date] (local time)

**Notification of Intention to Award**

**[Procuring Entity]:** ..... [insert the name of the Procuring Entity]

**Project:** ..... [insert name of project]

**Contract title:** ..... [insert the name of the contract]

**Country:** ..... [insert country where ITT is issued]

**ITT No:** ..... [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/ or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

### i) The successful Tenderer

<b>Name:</b>	[insert name of successful Tenderer]
<b>Address:</b>	[insert address of the successful Tenderer]
<b>Contract price:</b>	[insert contract price of the successful Tenderer]
<b>Total combined score:</b>	[insert the total combined score of the successful Tenderer]

### 2) Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]



3) ***Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]***

**[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]**

4) ***How to request a debriefing***

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable] **Title/position:** \_\_\_\_ [insert title/position]

**Agency:** [insert name of Procuring Entity] **Email address:** \_\_\_\_\_ [insert email address] **Fax number:** \_\_\_\_\_ [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5) ***How to make a complaint***

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable] **Title/position:** \_\_\_\_ [insert title/position]

**Agency:** [insert name of Procuring Entity] **Email address:** \_\_\_\_\_ [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends. Further information:

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6) Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

**Signature:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title/position:**\_\_\_\_\_

**Telephone:**\_\_\_\_\_

**Email:**\_\_\_\_\_

## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW (r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

#### REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No.....  
Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

### 3. LETTER OF AWARD

\_\_\_\_\_)

To: \_\_\_\_\_

This is to notify you that your Tender dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, - Contract Forms, of the Tendering Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract Agreement

## 4 CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the .....[insert: ordinal] day of ..... [insert: month], [insert: year]. BETWEEN (1) ..... [insert: Name of Procuring Entity], a [insert: description of type of legal entity, for example, an agency of the Department of.....] of the Government of Kenya, or corporation incorporated under the laws of Kenya and having its principal place of business at [insert: address of Procuring Entity] (here in after called “the Procuring Entity”), and (2).....[insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (here in after called “the Supplier”).

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [insert: brief description of the Information System] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

### Article 1. Contract Documents

#### b. Contract Documents (Reference GCC Clause 1.1(a) (ii))

The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement and the Appendices attached to the Contract Agreement
- b) Special Conditions of Contract
- c) General Conditions of Contract
- d) Technical Requirements (including Implementation Schedule)
- e) The Supplier's tender and original Price Schedules
- f) Service level agreement
- g) [Add here: any other documents]

#### 1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

#### 1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

### Article 2.

#### Contract Price and Terms of Payment

- #### 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)
- The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [ insert: amount of foreign currency A in words], [insert: amount in figures], plus [insert: amount of foreign currency B in words], [insert: amount in figures], plus [ insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures], as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

### Article 3.

#### Effective Date for Determining Time for Operational Acceptance

#### 3.1 Effective Date (Reference GCC Clause 1.1(e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- a) This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
- b) The Supplier has submitted to the Procuring Entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

- c) The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12; Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

#### APPENDIXES

Appendix 1. Supplier's Representative

Appendix 2. Adjudicator *[If there is no Adjudicator, state "not applicable"]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

**a. For and on behalf of the Procuring Entity**

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of \_\_\_\_\_

**b. For and on behalf of the Supplier**

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of \_\_\_\_\_

## 5. APPENDICES

### a) Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: .....[ *insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"*]

Title: .....[ *if appropriate, insert: title*]

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: .....[ *as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

Fallback address of the Supplier: .....[ *as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

**b) Appendix**

**2. Adjudicator** in accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is: Name:

..... *[insert: name]* Title: .....

*[insert: title]* Address: ..... *[insert: postal address]* Telephone:

..... *[insert: telephone]* in accordance with GCC Clause 43.1.3, the

agreed-upon fees and reimbursable expenses are: Hourly Fees: .....

*[insert: hourly fees]* Reimbursable Expenses: ..... *[list: reimbursables]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.



**c) Appendix 3. List of Approved Subcontractors**

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[ specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]*

Item	Approved Subcontractors	Place of Registration

**d) Appendix 4. Categories of Software**

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

e) **Appendix 5. Custom Materials**

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

<b>Custom Materials</b>

**f) Appendix 6. Revised Price Schedules NOT APPLICABLE**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

**g) Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

## 6 PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

### 6.1 Performance Security Form (Demand Bank Guarantee)

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor Form head or SWIFT identifier code] .....*

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

**Beneficiary:** ..... *[insert: **Name and Address of Procuring Entity**]*

**Date:** ..... *[insert: **date**]*

**PERFORMANCE GUARANTEE No.:** ..... *[insert: **Performance Guarantee Number**]* **Guarantor:**  
..... *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)<sup>1</sup> in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding..... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than.....*[insert: **number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)**]* from the date of the Operational Acceptance Certificate for the System<sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

---

*[Signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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<sup>1</sup>The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

## 6.2 Advance Payment Security

### Demand Bank Guarantee

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*[Guarantor Form head or SWIFT identifier code]*

**Beneficiary:** ..... *[insert: Name and Address of Procuring Entity]*

**Date:** ..... *[insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** ..... *[insert: Advance Payment Guarantee Number]*

**Guarantor:** ..... *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that on.....*[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for .....*[insert: title and/or brief description of the Contract]* (here in after called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of..... *[Insert amount in figures]* ( ) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]*at.....*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety

(90) percent of the Accepted Contract Amount, has been certified for payment, or on the.....*[insert day]* day of.....*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## **1 Installation and Acceptance Certificates** *(insert format)*

### **Installation Certificate**

Date: ..... *[insert: date]*

ITT: ..... *[insert: title and number of ITT]*

Contract: ..... *[insert: name and number of Contract]*

To: ..... *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the..... *[insert: name of Procuring Entity]* (hereinafter the “Procuring Entity”) dated..... *[insert: date of Contract]*, relating to the.....*[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: ..... *[insert: description]*
2. Date of Installation: ..... *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[ *state: “Project Manager” or state the title of a higher-level authority in the Procuring Entity's organization*]

## 2 Operational Acceptance Certificate

Date: .....[insert: date]

ITT: .....[insert: title and number of ITT]

Contract: .....[insert: name of System or Subsystem and number of Contract]

To: .....[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the.....[insert: name of Procuring Entity] (hereinafter the “Procuring Entity”) dated..... [ insert: date of Contract], relating to the.....[insert: brief description of the **Information System**], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): .....[insert: description]
2. Date of Operational Acceptance: .....[insert: date]

This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[state: “Project Manager” or higher-level authority in the Procuring Entity's organization]



### 3 Change Order Procedures and Forms

Date: .....[ insert: date]

ITT: .....[ insert: title and number of ITT]

Contract: .....[ insert: name or System or Subsystem and number of Contract]

#### General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

#### Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

#### References to Changes

- 1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- 2) Change Estimate Proposals shall be numbered CN-nnn.
- 3) Estimate Acceptances shall be numbered CA-nnn.
- 4) Change Proposals shall be numbered CP-nnn.
- 5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

#### Annexes

- 7.1 Request for Change Proposal Form
- 7.2 Change Estimate Proposal Form
- 7.3 Estimate Acceptance Form
- 7.4 Change Proposal Form
- 7.5 Change Order Form
- 7.6 Application for Change Proposal Form

## 4 Request for Change Proposal Form

(Procuring Entity's Form head)

Date: .....[insert: date]

ITT: .....[insert: title and number of ITT]

Contract: .....[insert: name of System or Subsystem or number of Contract]

To: .....[insert: name of Supplier and address]

Attention: .....[insert: name and title]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [ **insert: number** ] days of the date of this Form.

1. Title of Change: [ **insert: title** ]
2. Request for Change No./Rev.: [ **insert: number** ]
3. Originator of Change: [ **select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator** ]
4. Brief Description of Change: [ **insert: description** ]
5. System (or Subsystem or major component affected by requested Change): [ **insert: description** ]
6. Technical documents and/ or drawings for the request of  
Change: Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: [ **insert: description** ]
8. Procedures to be followed:
  - a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
  - b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
  - c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
  - d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
  - e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[ **state: "Project Manager" or higher-level authority in the Procuring Entity's organization** ]

## 5 Change Estimate Proposal Form

(Supplier's Form head)

Date: .....[insert: date]

ITT: .....[ insert: title and number of ITT]

Contract: .....[insert: name of System or Subsystem and number of Contract]

To: .....[insert: name of Procuring Entity and address]

Attention: ..... [insert: name and title]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: .....[insert: title]

2. Request for Change No./Rev.: .....[insert: number]

3. Brief Description of Change (including proposed implementation approach): .....[insert: description]

4. Schedule Impact of Change (initial estimate): .....[insert: description]

5. Initial Cost Estimate for Implementing the Change: .....[insert: initial cost estimate]

6. Cost for Preparation of Change Proposal: .....[insert: cost in the currencies of the Contract], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

.....

Date: .....

in the capacity of: .....[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

## 6 Estimate Acceptance Form

(Procuring Entity's Form head) Date: .....[insert: date]

ITT.....[insert: title and number of ITT]

Contract: .....[insert: name of System or Subsystem and number of Contract]

To: .....[insert: name of Supplier and address]

Attention: .....[insert: name and title]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [insert: title]
2. Request for Change No./ Rev.: [insert: request number /revision]
3. Change Estimate Proposal No./ Rev.: [insert: proposal number/ revision]
4. Estimate Acceptance No./ Rev.: [insert: estimate number/ revision]
5. Brief Description of Change: [insert: description]
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]

## 7. Change Proposal Form

(Supplier's Form head)

Date: .....[insert: date]

ITT: .....[insert: title and number of ITT]

Contract: .....[insert: name of System or Subsystem and number of Contract]

To: .....[insert: name of Procuring Entity and address]

Attention: .....[insert: name and title]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [insert: number], we here by submit our proposal as follows:

1. Title of Change: [insert: name]
2. Change Proposal No./ Rev.: [insert: proposal number /revision]
3. Origin at or of Change: [select: Procuring Entity /Supplier; and add: name]
4. Brief Description of Change: [insert: description]
5. Reasons for Change: [insert: reason]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [insert: description]
7. Technical documents and/ or drawings for the requested Change: Document or Drawing No. Description
8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: [insert: amount in currencies of Contract], as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:  
  
Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [insert: amount in days/ weeks]
10. Effect on the Functional Guarantees: [insert: description]
11. Effect on the other terms and conditions of the Contract: [insert: description]
12. Validity of this Proposal: for a period of .....[insert: number] days after receipt of this Proposal by the Procuring Entity
13. Procedures to be followed:
  - a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within.....[insert: number] days from your receipt of this Proposal.
  - b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: ..... [state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

## 8 Change Order Form

(Procuring Entity's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Supplier and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert: number]*, and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: *[insert: name]*
2. Request for Change No./ Rev.: *[insert: request number/ revision]*
3. Change Order No./ Rev.: *[insert: order number/ revision]*
4. Origin at or of Change: *[select: Procuring Entity / Supplier; and add: name]*
5. Authorized Price for the Change: Ref. No.: *[insert: number]* Date: *[insert: date]*  
*[ insert: amount in foreign currency A] plus [ insert: amount in foreign currency B] plus [ insert: amount in foreign currency C] plus [ insert: amount in local currency]*
6. Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*
7. Other effects, if any: *[state: "none" or insert description]*

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....*[ state "Supplier's Representative" or higher-level authority in the Supplier's organization]*

## 9. Application for Change Proposal Form

(Supplier's Form head)

Date:

.....[insert:  
date]

ITT: .....[insert: title and number of ITT]

Contract: .....[ insert: name of System or Subsystem and number of Contract]

To: .....[insert: name of Procuring Entity and address]

Attention: .....[insert: name and title]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as  
a Change to the System.

1. Title of Change: .....[insert: name]
2. Application for Change Proposal No./ Rev.: .....[insert: number/ revision] dated:  
[insert: date]
3. Brief Description of Change: .....[insert: description]
4. Reasons for Change: .....[insert: description]
5. Order of Magnitude Estimation: .....[insert: amount in currencies of the  
Contract]
6. Schedule Impact of Change: .....[insert: description]
7. Effect on Functional Guarantees, if any: .....[insert: description]
8. Appendix: .....[insert: titles (if any); otherwise state "none"]

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....[state: "Supplier's Representative" or higher-level  
authority in the Supplier's organization]

## 10. BENEFICIAL OWNERSHIP DISCLOSURE FORM

### **INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:*

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: \_\_\_\_\_

\_\_\_\_\_ [insert identification no] Name of the  
DRAFT

Assignment: \_\_\_\_\_ [insert name of  
the assignment] to: \_\_\_\_\_ [insert complete name of Procuring  
Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification  
of award] to furnish additional information on beneficial ownership: \_\_\_\_ [select one option as  
applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

#### **Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*



*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”*

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Title of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]*

PUBLIC PROCUREMENT AND ASSET DISPOSAL  
BUSINESS PROCESS RE-ENGINEERING DOCUMENT

DRAFT

*This Annex (Business Process Re-Engineering Document) should be used for reference only*

## Acronyms and Abbreviations

Acronym	In full
AO	Accounting Officer
APP	Annual Procurement Plan
ARB	Administrative Review Board
BDS	Bid Data Sheet
BEB	Best Evaluated Bidder
BOC	Bid Opening Committee
BoM	Bill of Materials
BoQ	Bill of Quantity
BoK	Bank of Kenya
BOR	Bid Opening Report
BPR	Business Process Reengineering
CA	Certificate / Certifying Authority
COTS	Commercial Off-The-Shelf
DB	Database
DCI	Department of Criminal Investigation
DSC	Digital Signature Certificate
EC	Evaluation Committee
ECR	Evaluation Committee Report
EFT	Electronic Funds Transfer
EACC	Ethics and Anti-Corruption Commission
e-GIF	Electronic Government Interoperability Framework
e-GP	e-Government Procurement
ICTA	Information and Communications Technology Authority
iTax	Taxation System of Kenya Revenue Authority
EoI	Expression of Interest
FY	Financial Year
G2B	Government-to-Businesses
G2C	Government-to-Citizens
G2E	Government-to-Employees
GCC	General Conditions of Contract
GoK	Government of Kenya
HOP	Head of Procurement
HOD	Head of User Department
HTML	Hyper Text Markup Language
HTTP	HyperText Transfer Protocol
HTTPS	HTTP over TLS / HTTP Secure
ICMP	Internet Control Message Protocol
ICT	Information and Communication Technology
IDA	International Development Agencies
IFMIS	Integrated Financial Management Information System
IP	Internet Protocol
IPS	Intrusion Prevention System
ISP	Internet Service Provider
ITB	Instructions to Bidders

KRA	Kenya Revenue Authority
LA	Lead Agency
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
MDA	Ministries, Departments and Agencies
MIS	Management Information System
MON LAN	Monitoring LAN
NT	National Treasury
NOA	Notification of Award
OAG	Office of the Auditor General
OTP	One Time Password
PE	Procuring Entity
PIN	Personal Identification Number
PKI	Public Key Infrastructure
PPPD	Public Procurement Policy Department
PPMS	Procurement Performance Measurement System
PPRA	Public Procurement Regulatory Authority
PVLAN	Private VLAN
PQD	Pre-Qualification Document
SAN	Storage Area Network
SBD	Standard Bidding Document
SCC	Standard Conditions of Contract
SDD	System Design Document
SLA	Service Level Agreement
SMS	Short Messaging Service
SOA	Service Oriented Architecture
SRS	System Requirement Specification
SSL	Secure Socket Layer
TIN	Tax Identification Number
TLS	Transport Layer Security
ToR	Terms of Reference
TSA	Time Stamping Authority
UI	User Interface
UNSPSC	United Nations Standard Product and Services Code
USSD	Unstructured Supplementary Service Data
VLAN	Virtual LAN
VPN	Virtual Private Network
XML	Extensible Markup Language

## 1.0 Introduction

### 1.1 Background

The e-GP strategy envisions “Placing Kenya in leadership position in the global e-government procurement map as a country with enhanced governance in public procurement and socio-economic development”. The purpose of electronic government procurement is “*To attain value for money, transparency, accountability, efficiency and competition in public procurement by leveraging Information and Communications Technologies*”.

Mere automation of the paper-based procurement system will not give the desired gains and leverage the available technology without streamlining the manual processes and practices through business process re-engineering. The business processes will conform to the provisions of the PPAD Act, 2015 and Regulations, 2020 and any other applicable policies and regulations, and be re-engineered to make them more simplified, efficient, and effective as well as be based on modern technologies. This may require changing the way the procuring entities prepare the bidding documents, bidders prepare their bids, handling of bid securities, evaluation process, communication with the bidders and other stakeholders, contract management, and handling of complaints.

Simplified/reengineered procurement processes and practices will allow the stakeholders to operate in a transparent, efficient, cost-effective, and timely manner and reduce administrative burdens on procuring entities and the bidding community through implementation of an e-Government Procurement System.

The documentation of the re-engineered public procurement business processes has been undertaken through several interactions with various stakeholders in the public and private sector and leveraging on experience, benchmarking exercises and international best practices in e-GP. Every process was discussed and TO-BE processes were discerned. This report is the outcome of the various interactions, which will be used for the implementation of the e-GP System. The e-GP System developer shall refer the document for the development of System Requirement Specification (SRS) and System Design Document (SDD), as well as for the configuration and customizing the e-GP System.

The BPR represents the following:

- sets out the proposed changes to the procurement processes, and based on that configure the e-GP system;
- contains the outputs of the activities undertaken in the Business Process Re-engineering (BPR) Phase; and
- contains the re-engineered processes and practices, hereafter referred to as “To-Be” processes and practices;

The purpose of this report is to identify the areas and possible opportunities for improvement by focusing on e-GP processes and practices in order to achieve the objectives set out in the Government of Kenya e-GP Implementation Strategy. These objectives are to:

- Improve governance through enhanced transparency and accountability.
- Promote efficiency and effectiveness in public procurement processes.
- Enhance socio-economic development through competitiveness in public procurement.

The approved BPR and To-Be processes and practices will be a guiding factor for the enablement of the e-GP System.

## **1.2 Target Audience**

The target audience for this document includes:

- Cabinet Secretary, The National Treasury & Planning;
- Principal Secretary, The National Treasury
- DRAFT Director General, Public Procurement Regulatory Authority
- e-GP Steering Committee
- e-GP Technical Working Group
- e-GP Project Implementation Unit
- e-GP System Developer

## **1.3 Methodology and Approach to Business Process Re-engineering**

The BPR exercise was aimed at achieving process efficiencies, improved transparency, accountability, maximizing value for money, user friendliness, and, timely delivery of services.

The re-engineered processes are aimed at transforming the entire public procurement and asset disposal process and practices into an electronic environment, and in so doing changing the way practitioners prepare and publish procurement opportunities, bidders prepare and submit bids, evaluation of bid documents, submission and preparation of bid securities, evaluation of bids, management of stakeholders and effective reporting, amongst others. These and other process improvement highlights are included in section 2 of this report.

To ensure that the proposed changes are applicable, the BPR exercise took into account the provisions of the supporting public procurement legal framework and Standard Bidding Documents (SBDs) currently being used by procuring entities. This process provided recommendations for changes in the legal framework and SBDs. These are discussed in detail in further sections of this report.

## 1.4 Objectives of the e-GP System

### 1.4.1 Key Benefits Envisaged from the Proposed e-GP System

Based on the e-GP Strategy, there is a set of key objectives and benefits envisaged from the implementation of the e-GP system. The business process re-engineering exercise has been performed with a view to attain the defined strategic objectives as shown in the table below:

**Table 1: Key Strategic Objectives of E-GP System**

<b>E-GP Strategic Objectives</b>		<b>Transactional Benefits</b>	<b>For Value Money</b>	<b>Efficiency Gains</b>	<b>Accountability</b>	<b>Transparency</b>
<b>E-GP Modules and Tools</b>	<b>Proposed BPR for e-GP system</b>					
<b>E-GP Channels such as E-GP Portal and Mobile Devices)</b>	e-GP System will be web-based and easily accessible for all bidders and stakeholders. Single point of access for all public procurement information and transaction and provides equal treatment to all bidders.	✓	✓	✓	✓	✓
<b>User Registration</b>	All bidders and users using e-GP system must register and create their profiles	✓		✓	✓	
<b>Template Library of Standard Bidding Documents and Other Documents</b>	Standard bidding documents and templates for all kinds of procurements to standardize the procurement process, enhance efficiency and capacity of users, and facilitate consistent information for data analysis across the procurement value chain. A SBD designer tool with dynamic form designer shall be used to prepare any kind of templates.	✓	✓	✓		✓
<b>Open Contracting Data Standard (OCDS) and Geotagging</b>	e-GP system data, documents and information will be captured, stored, and disseminated following the OCDS and facilitate the tracking, monitoring, and visualization of the data through geotagging.	✓	✓	✓	✓	✓
<b>E-Bidding</b>	The bid process management will be carried out online. This will include bid opening, evaluation and notification of award for all procurement methods.	✓	✓	✓	✓	✓
<b>E-Catalogue</b>	Standardized specifications, Demand Aggregation for bulk purchases and sharing of information across PEs.	✓	✓	✓		
<b>Contract Management</b>	System based execution and monitoring of deliveries and contract activities, effective provider performance monitoring, appraisal and management.	✓	✓	✓	✓	✓
<b>Competitive Price</b>	Online auctions (reverse) for procurement and disposal	✓	✓			✓
<b>Framework Agreements</b>	Promoting the use of framework agreements for repetitive procurements of common user items.	✓	✓	✓	✓	✓
<b>Audit Trails</b>	Online audit trails (non-repudiation, historical data) and enhances transactional and ethical			✓	✓	✓

E-GP Strategic Objectives		Transactional Benefits	For Value Money	Efficiency Gains	Accountability	Transparency
	integrity in public procurement.					
<b>Rule Engine</b>	In-built public procurement rules based on the prevalent legislation that enforces automation and enforcement of compliance requirements of the Public Procurement Act and Regulations.	✓	✓	✓	✓	✓
<b>Workflows Engine with Authority Matrix</b>	Workflow engine allows configuration of process sequence for organizations. The engine will have pre-configured workflows for selection by procurement officers and other users for a defined activity, reducing errors and saving time.	✓	✓	✓	✓	✓
<b>E-Payment</b>	Integrates banks, payment service providers (mobile, bank, credit card)	✓	✓	✓	✓	✓
<b>Across the E-GP System</b>	Reduced Cycle Time	✓	✓	✓	✓	✓
	Management Information System (Enhanced Public Procurement Management System)		✓		✓	✓
	Standard information availability through e-GP Portal at both PE and other stakeholder level	✓		✓		✓
	Increased participation due to lower costs associated with participating in public procurement (Online forms, online information availability, no physical meetings / travel costs)	✓	✓	✓		
	Reduction in procurement costs by PEs (Reduction in errors, bid re-advertisement)	✓	✓	✓	✓	✓
<b>FILL ME UP</b>	Data keyed once can be used multiple times, avoiding duplication and typing errors	✓	✓	✓		

### 1.4.2 Users of the e-GP System

The e-GP diagram highlights all possible interactions between users and the e-GP system.

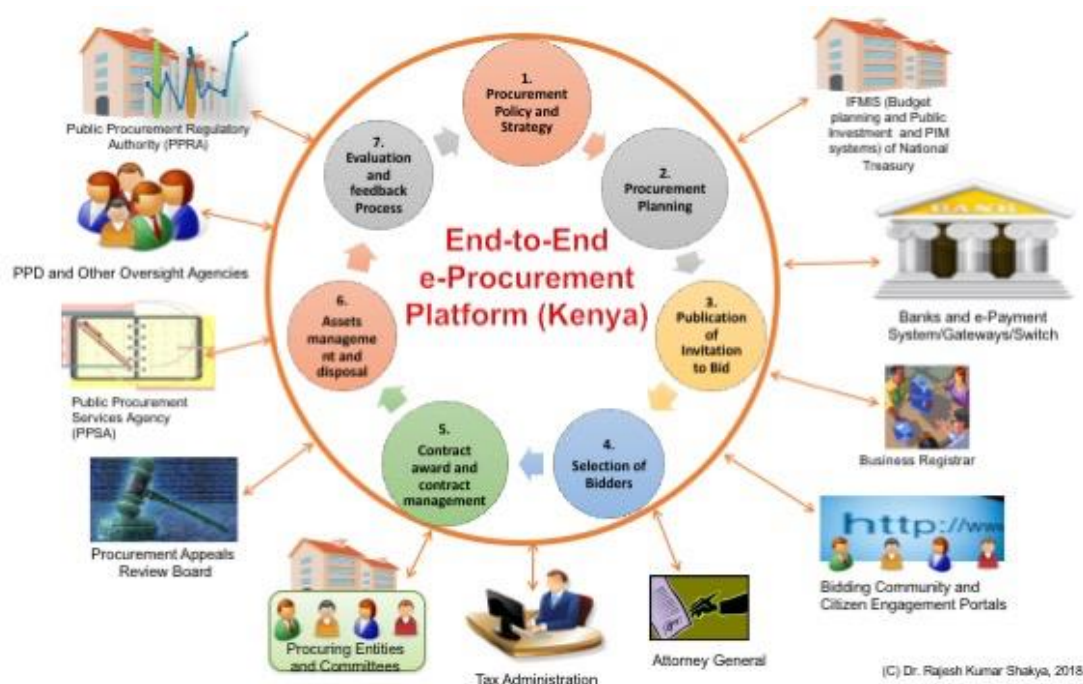

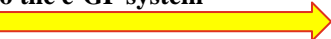


Figure 1: e-GP User Diagram


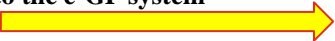



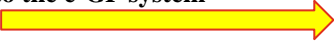
The diagram below summarizes the various groups of stakeholders and the table further breaks down the stakeholders and details their level of interaction.


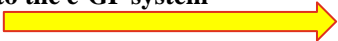
**Table 2: e-GP Users and Their Key Interactions with the E-GP System**

Ref	Stakeholder	Outflow of information from the e-GP system to the stakeholder 	Inflow of information from the User to the e-GP system 
1	The National Treasury/e-GP System Administrator	1.1. Notifications  1.2. User authentication details (Username and Password)	1.3. Manage PE Accounts/Profiles  1.4. Manage PE System Administrators  1.5. Manage registration process for Local and International Bidders  1.6. Document Verification (Trade Licenses, Tax Compliance, etc.)  1.7. Registration and management of Donor accounts  1.8. Registration and management of oversight agencies  1.9. Publications on e-GP Portal  1.10. Manage Queries
2	e-GP PE System Administrator	2.1. Notifications  2.2. User authentication details (Username and Password)  2.3. Delegation of tasks	2.4. Manage PE e-GP Users  2.5. Manage creation and update of committees (Bid Opening Committee, Evaluation Committee, etc.)  2.6. Publications on e-GP Portal  2.7. Manage Queries/ clarifications  2.8. Update e-Catalogue
3	e-GP User Department/e-GP Procurement Unit	3.1. Notifications  3.2. e-Standard Bidding Documents, Addendum, fill up Templates, and Pre-Bid Minutes  3.3. Generate Contract	3.5. Update Annual Procurement Plan  3.6. Fill Procurement Requisition Form  3.7. Customize PQD/EOI/Bidding Docs



Ref	Stakeholder	Outflow of information from the e-GP system to the stakeholder 	Inflow of information from the User to the e-GP system 
		Successful Bidder	6.4. Request for clarifications
7	Public Procurement Regulatory Authority (PPRA)	7.1. Notifications 7.2. Monitoring and evaluation of performance data of PEs 7.3. Analytical Reports as required by ad hoc or statutory requirements.	7.1. Publication of procurement information according to mandate 7.2. Monitoring and evaluation feedback
8	Administrative Review Board (ARB)	8.1 Notifications about complaint lodgment 8.2 Response from the Accounting Officer of PE 8.3 Hearing schedule acknowledgements	8.4 Request for details of the procurement proceedings 8.5 Hearing Notifications 8.6 Investigator assignments 8.7 Resolution of the Board
9	IFMIS system	9.1 Budget allocation and availability of funds 9.2 Bidder and company details 9.3 Item classification 9.4 Payment transaction information	9.5 Retention of monies and Budget allocation and availability of funds 9.6 Request for company and bidder details 9.7 Matching of item classifications 9.8 Payment information 9.9 Contract details 9.10 Contract amendment details 9.11 Contract conclusion details 9.12 Retention of monies and moieties 9.13 Contract schedule of payments
10	Business Registrar's Office	10.1 Company registration	10.3 Request for management

Ref	Stakeholder	Outflow of information from the e-GP system to the stakeholder 	Inflow of information from the User to the e-GP system 
		details 10.2 Company directors and management details	details
11	Procurement Agencies	11.1 Notification of requests from PEs 11.2 Demand aggregation responses 11.3 Call-off requests of the PEs 11.4 Supplier responses <sup>10.15</sup>	11.5 Update Annual Procurement Plan for Framework Agreements 11.6 Demand aggregation (Procurement Requisition Form) 11.7 Customize Call Off Agreements 11.8 Upload Call Off 11.9 Respond to clarifications 11.10 Framework Agreement / Contract Negotiation Minutes Customize framework agreement / contract 11.11 Update delivery and payment milestones 11.12 Publications on e-GP Portal 11.13 Return of Bid Security 11.14 Issue Purchase Order / Works Order 11.15 Release Performance Security 11.16 Contractor/Service provider Performance Evaluation 11.17 Update e-catalog
12	Attorney General	12.1 Notifications about contract clearance requests	12.2 Approve or reject Contracts over 5 Billion Shilling 12.3 Manage Queries/clarifications

Ref	Stakeholder	Outflow of information from the e-GP system to the stakeholder 	Inflow of information from the User to the e-GP system 
13	Local and International Bidders/ Providers	13.1 Notifications of procurement opportunities 13.2 Status of different stages of procurement 13.3 User authentication details (Username and Password) 13.4 Queries from evaluation committee 13.5 Amendment notification 13.6 Clarifications from PE 13.7 RFP/Bidding document if short-listed/Pre-qualified 13.8 NOA if contract awarded or regret notification 13.9 Work order 13.10 Milestone reminders 13.11 Payment receipts 13.12 Contract completion/termination notification 13.13 Certificate of completion 13.14 Appraisal requests	13.15 Search Bid Advertisement 13.16 Download/online view of the bidding documents for reference/ Addendum and Pre Bid Minutes 13.17 Effect payment/ Request for refund 13.18 Bid Submission/ Modification and Withdrawal 13.19 Submit / Respond to clarifications 13.20 Request for Administrative review 13.21 Contract negotiations 13.22 Online contract signature 13.23 Feedback on contract document 13.24 Submission of milestone deliveries 13.25 Submission of payment requests (e.g. invoice, delivery note) 13.26 Update supplier e-catalog
14	Visitor/ Public	14.1 Notifications 14.2 Bid Advertisements/ procurement plans 14.3 Annual procurement plan 14.4 Debarred bidders 14.5 Contract Award details	14.6 Register complaints 14.7 Registration request 14.8 Search Annual procurement plan 14.9 Search Debarred bidders 14.10 Search Bid Advertisement 14.11 Search Bid opening records



## 2.0 The Envisaged e-GP System TO-BE Processes

### 2.1 Introduction

The e-GP system shall be a web-based end-to-end system covering all the processes and provisions in the PPAD Act, 2015 and Regulations, 2020. The e-GP system shall be implemented in line with the core principles of public procurement and good governance namely; transparency, efficiency, accountability, value for money, equal treatment, ethical integrity, and citizen engagement.

It is envisaged that the Government of Kenya shall procure a Commercial Off-The-Shelf (COTS) the e-Government Procurement system that will require customization and configuration to align to the PPAD Act, 2015 and Regulations, 2020. The e-GP system shall be web based and centrally hosted and shall be used across all PEs. Accordingly, the functional features identified for the e-GP system to be implemented are detailed in this section.

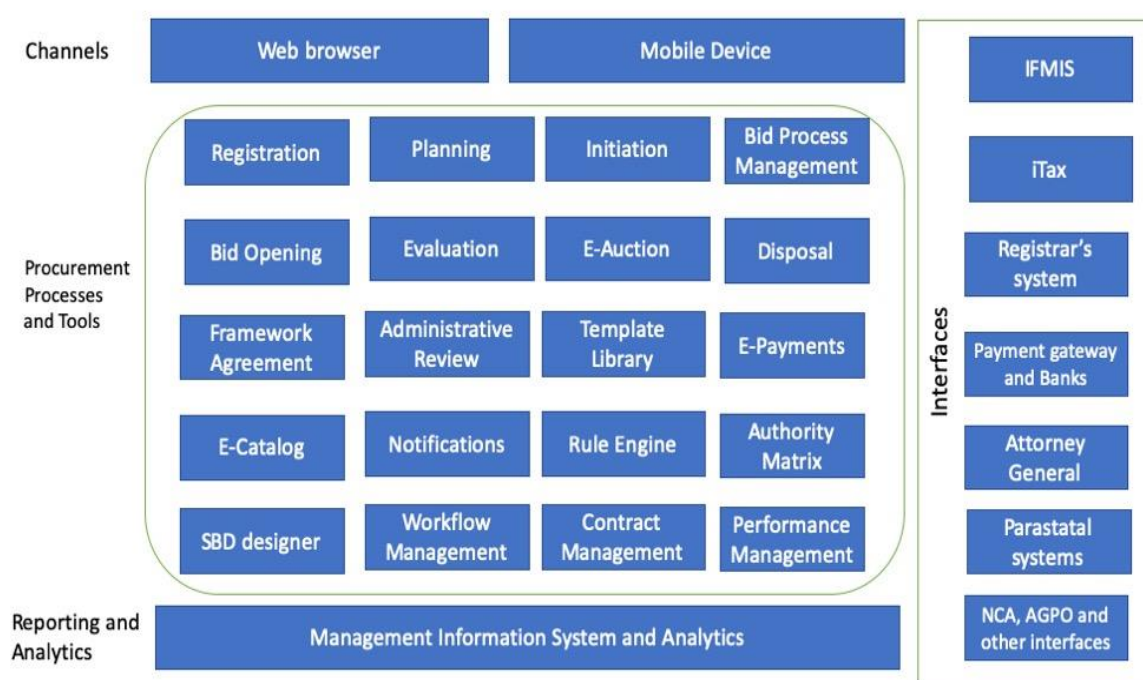


Figure 2: Envisaged e-GP Processes and Tools

### 2.2 Envisaged e-GP Components and Processes

#### 2.2.1 Channels

Channels refer to the interface of the e-GP System with stakeholders and the possible means in which stakeholders can access the services of the e-GP system. In order to facilitate 'Anytime Anywhere' accessibility to services provided by the e-GP portal, two delivery channels have been proposed. These include web portal and mobile devices as described below.

### **2.2.2 e-GP Portal**

The web-based e-GP Portal shall be accessible to the user community including citizens, businesses, PEs, oversight and investigative agencies whether registered or unregistered. The e-GP Portal shall provide information-based and transaction-based services. All publications and advertisements for public procurement across the Government should be accessible from the portal.

The portal should have transactional capabilities developed in line with the National ICT Standards of Kenya and should be available for use by all PEs. The portal shall include:

- List of all procurement opportunities
- User registration links
- Basic and advanced search functionality
- Early warning notices of forthcoming bid invitations
- Annual procurement plans
- Bid process tracking capabilities
- Information on contract award details (new as well as archived contracts)
- Procurement policies and laws
- List of debarred bidders
- Capability for procurement analytics
- Reporting functionalities (role based)
- Appropriate disclaimers and privacy policies
- Help functionalities/Help desk support
- Latest public announcements and relevant news for the users as well as links to other relevant Government websites.

### **2.2.3 Mobile Devices**

This channel will allow bidders and other users to access information through notification alerts and access the e-GP system through mobile applications.

## **2.3 Proposed Public Procurement and Asset Disposal Processes**

This section describes the re-engineered public procurement and asset disposal processes to meet the objectives of the PPAD Act 2015 and Regulations 2020 in view of the implementation of an e-GP System at National and County Governments for the following areas:

### **2.3.1 Registration (P1)**

The e-GP Portal will have the facility to register all users involved in the public and asset disposal procurement process pursuant to provisions of Section 2 of the PPADA, 2015. These users include: - e-GP System Administrator, e-GP PE System Administrator, e-GP Users of PE, PPRA, Oversight and Investigative Agencies, Attorney General, Administrative Review Board, Development Partners, Agencies, Local and International Bidders.

The objective of the registration process is to enable users of the e-GP system to perform and participate in an electronically enabled public procurement process. The registration



process also aims to capture a common set of information necessary in the public procurement and asset disposal process.

The registration module shall store information about the user including their access rights and authentication type. It will also enable the centralized registration of users and ensure their information is captured in a central database in line with PPADA 2015 objectives.

Centralized registration eliminates the need for registration with multiple public procuring entities by bidders when creating lists of suppliers. It will also provide a centralized avenue for publishing and identifying procurement opportunities in the public sector. The concept of single sign on should be applied so that e-GP registered users sign in once to gain access to the e-GP modules that they are authorized to access without being prompted to sign in again.

The system should support user registration using a User ID and a password, an authentication method like One Time Password (OTP), email verification, biometrics or using a Digital Signature Certificate (DSC) if Public Key Infrastructure (PKI) is implemented. Each transaction in the system should have associated authentication levels defined, based on which a user is required to authenticate using either a User ID and password or DSC. The registration module should be linked to the e-Payment module with the e-GP system in order to facilitate the collection of any applicable fee.

The system should facilitate reuse of existing information such as the company profile for each bid submitted by the bidder. This will eliminate the need to provide/upload similar information for each procurement opportunity.

Bidder registration encompasses the registration of details of business entities, as well as the individuals authorized to transact on behalf of the entities. The registration module shall facilitate the creation of bidder profiles for registered bidders that will capture common information required by PEs in the bidding documents. Such information may include but shall not be limited to:

- Business entity details (name of business entity, name of directors/owners, registration number, physical address);
- Business category (construction, IT, pharmaceuticals etc.);
- Statutory requirements (Business registration certificate, PIN certificate, tax compliance certificate).

The table below highlights the roles and responsibilities of each of the proposed user profiles of the e-GP system.

**Table 3: Roles and Responsibilities of the Various Users of the E-GP System**

User Profiles	Entity	Roles and Responsibilities
e-GP System Administrator	The National Treasury	<ul style="list-style-type: none"> <li>• Validate, create, and update PEs profiles</li> <li>• Validate, create, and update e-GP PE System Administrator and management of their respective access rights</li> <li>• Create and update agency profiles. This includes Attorney General, Development Partners, Office of Auditor General, Kenya Revenue</li> </ul>

User Profiles	Entity	Roles and Responsibilities
		<p>Authority, Ethics and Anticorruption Commission, Financial Institutions, Department of Criminal Investigation.</p> <ul style="list-style-type: none"> <li>• Validate, approve and manage bidders' registration</li> <li>• Validate, create and update Accounting Officer, Head of Procurement and Procurement Officers.</li> <li>• Workflow creation and management</li> </ul>
e-GP PE System Administrator (Head of Procurement)	PE	<ul style="list-style-type: none"> <li>• Create and update e-GP users and manage their respective access rights</li> <li>• Create and update contract, bid opening, evaluation committee, negotiation, due diligence, contracts management committees</li> </ul>
e-GP Users	PE	<ul style="list-style-type: none"> <li>• Users within each PE who are entitled to perform defined roles and responsibilities on the e-GP System as provided for in the PPADA 2015, Regulations and Guidelines</li> <li>• These include Accounting Officer, Head of User department, Head Procurement and Disposal Unit, Procurement Officers, members of procurement committees and Internal Auditors within PEs</li> </ul>
Oversight Agencies and Investigative Agencies	The National Treasury	<ul style="list-style-type: none"> <li>• Oversight agencies include Public Procurement Regulatory Authority (PPRA), Public Procurement Administrative Review Board, Attorney General, Auditor General, EACC, DCI.</li> <li>• The role of the Attorney General's office is to review, approve or reject contracts above the stipulated threshold.</li> <li>• The role of PPRA is to monitor, evaluate and ensure compliance of procuring entities and provide Standard bidding documents and templates to be used in the procurement process.</li> <li>• The role of the Office of the Auditor General is to undertake procurement audits.</li> <li>• The role of EACC and DCI is to undertake investigation of procurement transactions as and when required.</li> </ul>
Development Partners	The National Treasury	Development Partners shall have access to the system in order to undertake administrative reviews of procurements where they have interests.
Procurement Agencies	The National Treasury	<ul style="list-style-type: none"> <li>• Sector specific procuring and disposal agencies and procurement agents shall have access to the system to undertake procurement activities on behalf of PEs.</li> </ul>
Local and International Bidders	Bidders	<ul style="list-style-type: none"> <li>• Register on the e-GP Portal</li> <li>• Participate in the procurement process</li> </ul>

User Profiles	Entity	Roles and Responsibilities
		<ul style="list-style-type: none"> <li>Participate in execution of contracts</li> </ul>
Insurance Companies and Financial institutions	The National Treasury	The Insurance Companies and Financial institutions will have access to the system to facilitate issuance and verification of bid bond/securities, performance bond/securities and advance payment guarantee.

The Registration process is a single interface for the registration of the above roles defined in the User Community. The defined user profiles are detailed below:

**(a) e-GP System Administrator**

An e-GP system administrator who will be an employee of the National Treasury (PPD) and will be officially authorized to perform the above-defined responsibilities shall manage the e-GP system.

**(b) e-GP PE System Administrator**

The e-GP PE System Administrator shall be responsible for the creation and management of e-GP Users within their respective PEs and management of their access rights. These e-GP Users include Accounting Officer, Head Procurement and Disposal Unit and Procurement Officers. The e-GP PE System Administrator shall also be responsible for the creation and management of ad hoc committee's as provided for in the PPADA 2015.

**(c) e-GP Users in PEs**

The following e-GP Users shall exist at the PE level: Accounting Officer, Head of User Department Technical Users, Head Procurement, Procurement Officers and Ad hoc Committees. Ad hoc committees required as part of the procurement process shall be created on the e-GP system by the e-GP PE System Administrator. The user rights and roles assigned to the committees shall be in line with their functions in the procurement process as provided for under the PPADA 2015, Regulations and Guidelines.

**(d) Oversight and Investigative Agencies**

These Agencies include the Office of Attorney General, PPRA, PPARB, EACC, DCI, the Office of Auditor General shall register and perform activities as mandated under the PPADA 2015.

**(e) Development Partners**

Development partners like the World Bank, African Development Bank, DFID, USAID, etc., shall access the system to undertake administrative review of procurements for which they have interest.

**(f) Procurement Agencies**

Sector specific procuring and disposal agencies and procurement agents shall have access to the system to undertake procurement activities on behalf of PEs.

**(g) Local and International Bidders**

Local and international bidders shall register so as to be eligible to participate in public procurement opportunities. This eliminates the need for bidders to register separately with each PEs in order to identify and participate in procurement opportunities in the public sector. The registration of business entities shall be undertaken in the name of the primary

user of the company authorized to represent and commit the company and will submit a notarized power of Attorney or any other approved document for this purpose. The registration process will be re-engineered to enhance the creation and availability of bidder profiles and common information required in the public procurement process. Such information may include:

**(a) For Government users, oversight and investigative agencies, procurement agencies and development partners:**

- Name
- Employee ID Number
- Role in PE
- Email ID
- Mobile Number
- National ID number

**(b) For bidders:**

- Name, Registration Number, Address, Contact Details;
- Category: Construction, IT, Pharmaceuticals;
- Statutory documentation: These include:
  - Registration Certificate from Registrar of Companies
  - Tax compliance certificate
- details of directors/owners/partners:
  - Name;
  - PIN Number;
  - National ID Number;
  - CR12
  - Contact Details, amongst others as well as a facility for uploading and creating a library of supporting documents.

Bidders shall create and continuously update their profile before participating in any bidding process. For bidders, this common set of information will be re-used for each bid submitted and eliminates the need to provide and upload similar information for each bid. Bidders will have an option of updating this information on a regular basis based on the expiry dates or updates in business details.

### **Description of the Registration Process**

In order to access relevant information and to carry out transactions on the e-GP portal, users are expected to register. User registration shall be categorized as follows:

- Government User Registration to cater for e-GP PE System Administrator, e-GP Users, Oversight and investigative agencies and Procurement Agencies;
- bidder registration to cater for local and international bidders; and
- Development partners

Interested parties not registered on the system shall be able to view publicly available information, such as invitation to bids, bid opening reports amongst others as provided for in the PPADA 2015.

The Government plans to adopt a National Public Key Infrastructure (PKI) through the use of Digital Signature Certificates (DSC) to maintain data integrity, non-repudiation and security. Currently, the Government does not have mechanisms for certifying the DSC in place. In the absence of DSC, the e-GP System should cater for alternative authentication methods for government users such as; issuance of digital certificates from e-GP server-based environment and for bidders, apart from general user name, password, hash-based authentication, the e-GP System can cater for random security code (Captcha Codes) and e-mail/ mobile phone based One Time Password (OTP) for any transaction related activity.

Many countries around the world using e-GP System do not use PKI based authentication technology. The technology for securing the integrity of data transacted through e-GP system is managed internally within the system. Users are authenticated during the registration process and with their user identification and password when participating in an online bid.

#### **(h) Insurance Companies and other Financial Institutions**

The Insurance Companies and Financial institutions will have access to the system to facilitate issuance and verification of bid bond/securities, performance bond/securities and advance payment guarantee.

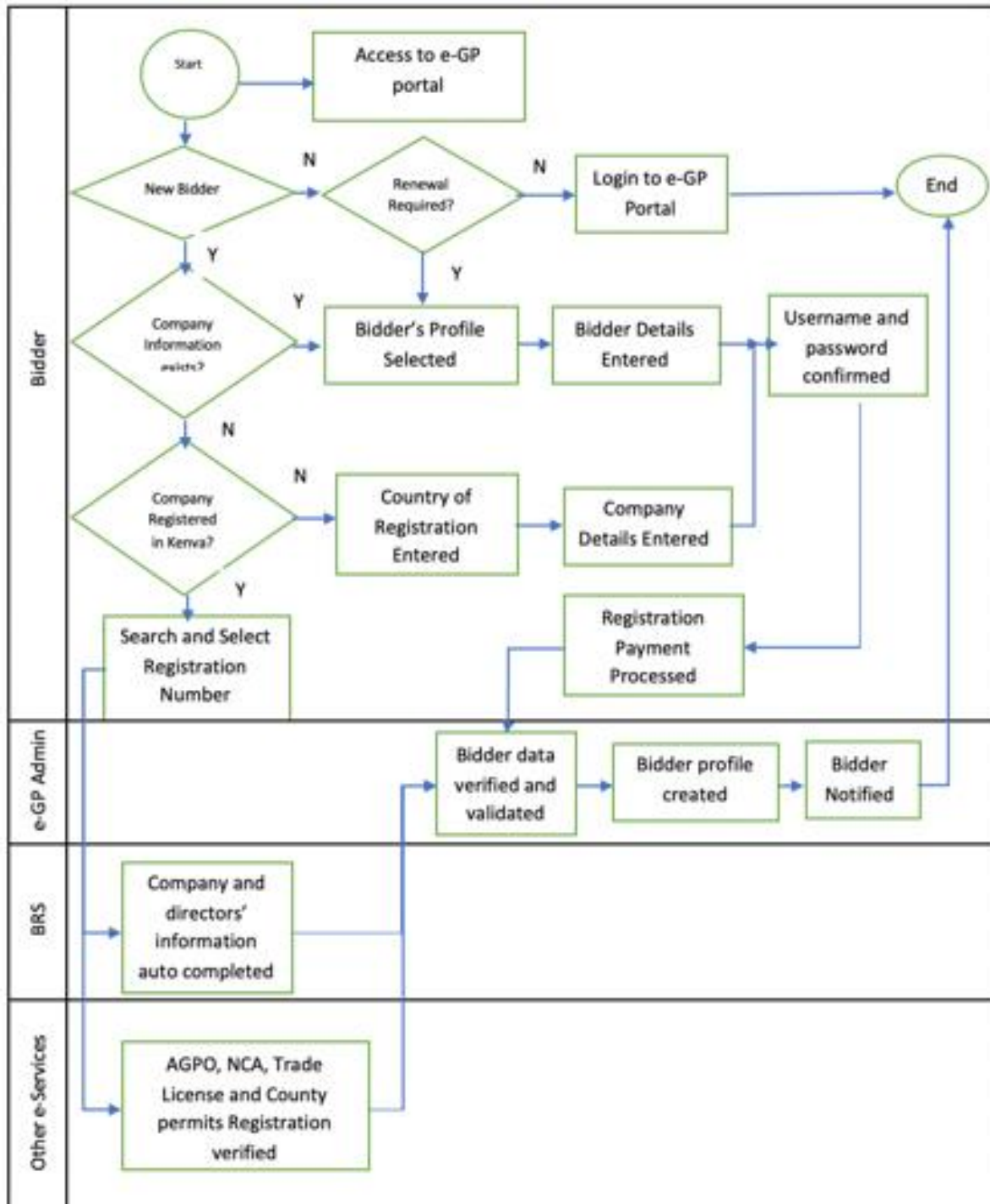
**Table 4: Process Business Registration to e-GP System**

<b>Process Input (data, documents)</b>	<b>Local bidders</b>
	<ul style="list-style-type: none"> <li>• User Details and password</li> <li>• Business Registration Certificate</li> <li>• Tax Compliance Certificate</li> <li>• Business Category (Type of Goods, Works, Services)</li> <li>• Type of Business (SMEs, Corporate, owned by disadvantaged group - Youth, Women or PWDs)</li> <li>• AGPO information should be retrieved from the AGPO system. Alternatively, should be allowed attachment of AGPO certificate where applicable</li> <li>• County information-location of business operations</li> <li>• Bidders to choose how they would want to receive information (SMS, email)</li> </ul>

	<ul style="list-style-type: none"> <li>• Mobile number/ e-mail</li> <li>• Any other relevant information.</li> </ul> <p><b>Foreign Bidders</b></p> <ul style="list-style-type: none"> <li>• Certificate of Registration/incorporation certified by the Kenyan Mission in respective countries of origin or respective mission in Kenya. A lawyer must also notarize the Certificate.</li> <li>• Valid tax Compliance certified by the Kenyan Mission in respective countries of origin or respective mission in Kenya. The Certificate must also be notarized by a lawyer</li> <li>• Upload scanned copies of passports of directors notarized by a lawyer.</li> </ul> <p><b>Procuring entities</b></p> <ul style="list-style-type: none"> <li>• User Details and password</li> <li>• Name</li> <li>• Employee ID Number</li> <li>• Email ID</li> <li>• Mobile Number/e-mail</li> <li>• National ID number</li> </ul> <p><b>Others users (Develop Partners/Investigative and Oversight Agencies /Financial Institutions/Insurance Companies)</b></p> <ul style="list-style-type: none"> <li>• User Details and password</li> <li>• Name</li> <li>• Employee ID Number</li> <li>• Email ID</li> <li>• Mobile Number/e-mail</li> <li>• National ID number</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Registered user</li> <li>• Rejected application for business (supplier) registration</li> <li>• Rejected application for user registration</li> </ul>
<b>Timeframe</b>	<p>Government User – Maximum 2 Day</p> <p>Bidding Community – Maximum 2 Days (subject to availability of all documents to be submitted on e-GP and interfaces with actors identified above)</p> <p>Other User - Maximum 2 Day</p>

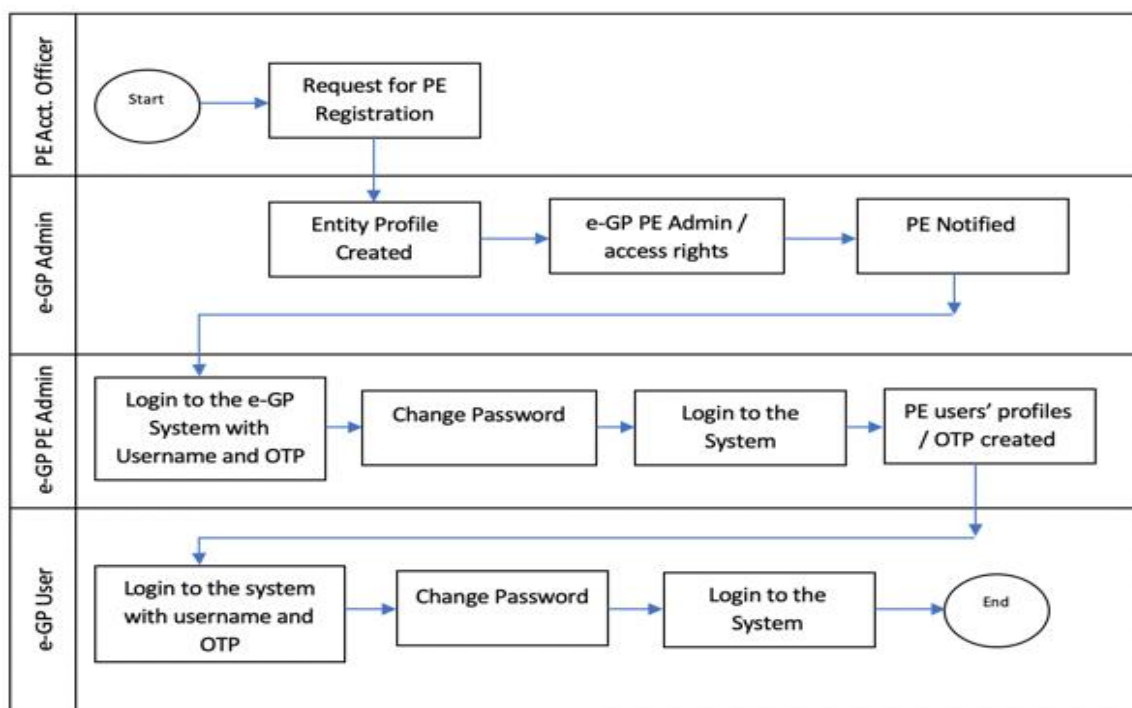
<p><b>To be Process Steps</b></p>	<p><b>Procuring Entity User</b></p> <ol style="list-style-type: none"> <li>1. The initial process shall begin with an Accounting Officer requesting for registration of their PE in writing</li> <li>2. System administrator shall then create, validate and assign roles and responsibilities to the Accounting Officer and e-GP PE system administrator and create user profiles for procurement staff. (Integration with GHRIS required). (The e-GP PE system administrator will Create and update e-GP users and manage their respective access rights at PE level)</li> <li>3. The system shall send automated notifications to the registered persons emails and one-time passwords</li> </ol> <p><b>Bidder Registration</b></p> <ol style="list-style-type: none"> <li>1. Fill in web-form to provide applicant personal details.</li> <li>2. The system shall send automated notifications to the registered persons emails and one-time passwords</li> <li>3. Bidder shall be required to fill in their details (business/company name, location, PIN, and contact (email and/or mobile) including preferred method of communication</li> <li>4. Validation of bidder's information with applicable systems (KRA, BRS).</li> <li>5. If any of bidder's information is invalid, they are notified to rectify so as to continue with the registration process.</li> <li>6. Approval of registration if bidder's information is valid.</li> <li>7. The system shall send automated notifications to the bidder's emails and one-time passwords.</li> <li>8. The bidder shall be required to access the system and enter their preferred password.</li> <li>9. Approval of registration</li> </ol> <p><b>Others users (Develop Partners/Investigative and Oversight Agencies /Financial Institutions/Insurance Companies)</b></p> <ol style="list-style-type: none"> <li>1. The initial process shall begin with the appointed authorized officer requesting for registration of their institution in writing.</li> <li>2. System administrator shall then create, validate and assign roles and responsibilities to the Accounting Officer and e GP PE system administrator and create user profiles for procurement staff. (Integration with GHRIS required where applicable).</li> <li>3. The system shall send automated notifications to the registered persons emails and one-time passwords</li> </ol>
<p><b>Alternative process, if any</b></p>	<ol style="list-style-type: none"> <li>1. Import already available user credentials and required information from IFMIS.</li> </ol>

	<ol style="list-style-type: none"> <li>2. Matching of data, requires suppliers to fill data required in new fields</li> <li>3. Auto-populate the information from iTax, Registrar's office, National ID, National Construction Authority, AGPO, and other sources</li> <li>4. Bidders will be required to continuously update their profile.</li> </ol>
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**Figure 3: Bidder Registration and Management**





**Figure 4: Government User Registration and Management**

### 2.3.2 Procurement and Disposal Planning (P2)

User departments are requested to submit their procurement plans for consolidation by the procurement units after approval of the budget. The consolidated Annual Procurement Plan (APP) is submitted to the Accounting Officer, who is mandated to approve all procurements in the PE.

Once the Accounting Officer approves the APP, it shall be posted on the e-GP portal. An approved APP is also submitted concurrently to the IFMIS for execution of payments when due, and PPRA for monitoring procurement activities. Changes and updates to the annual procurement plan shall be approved by the Accounting Officer and communicated to the IFMIS and PPRA through the e-GP system.

**Table 5: Procurement Planning Process**

Process Name	Procurement Plan
<b>Process Objective</b>	<ul style="list-style-type: none"> <li>Consolidated annual/multiyear procurement plan to guide in the procurement of goods, works and services in fiscal year</li> <li>Consolidated annual disposal plan to guide in the disposal of idle, obsolete and Surplus stores.</li> </ul>
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>Budget uploaded in the system.</li> <li>UNSPSC code</li> </ul>

Process Name	Procurement Plan
	<ul style="list-style-type: none"> <li>• Market price index</li> <li>• Works Department Rates</li> <li>• Professional services estimate</li> <li>• Board of survey report by disposal committee</li> <li>• e-Catalogue</li> </ul>
Actors	<ul style="list-style-type: none"> <li>• Procurement Officers</li> <li>• Head of user departments</li> <li>• Head of procuring unit</li> <li>• Accounting Officer</li> <li>• IFMIS System</li> </ul>
Process Input (data, documents)	<ul style="list-style-type: none"> <li>• Annual Procurement Plan Template as provided for in the PPAD Regulations,2020</li> </ul>
Process Output	<ul style="list-style-type: none"> <li>• Consolidated annual/multiyear procurement plan</li> <li>• Procurement plan implementation reports.</li> <li>• Approved annual Procurement plan ready for implementation.</li> </ul>
Timeframe	<ul style="list-style-type: none"> <li>• 60 days after start of financial year</li> </ul>
Process Steps	<ol style="list-style-type: none"> <li>1. Once the approved budget is communicated to the Head of Procurement, the Head of procurement electronically requests the user department to prepare the departmental procurement plans.</li> <li>2. A user in a department prepares and submits a departmental procurement plan to their head of department electronically in line with budget estimates using the procurement plan template. (user can work offline and later upload)</li> <li>3. The Head of User Department reviews the departmental procurement plan and electronically submits to the Head of Procurement</li> <li>4. The Head procurement analyzes, compile and consolidate the departmental requirements into the PEs Annual Procurement Plan in line with the budgeted estimates and statutory requirements electronically. Head of procurement unit will verify and aggregate demands against the budget (capture 30% reservation to special groups, capture 20% to local contractors in county). The system should provide for a situation where the head of procurement assigns this role to a procurement officer.</li> <li>5. The HOP submits the Consolidated Procuring Entity's Annual Procurement Plan electronically for approval to appointed person as stipulated in the PPADA,2015(Accounting Officer, CEC, Board).</li> <li>6. The Accounting officer, CEC, Board electronically confirms and</li> </ol>

Process Name	Procurement Plan
	<p>approves the Consolidated Procurement Plan.</p> <ol style="list-style-type: none"> <li>7. After approval the annual procurement plan is automatically linked to IFMIS</li> <li>8. The Head of procurement and user department receives electronic notifications on the approved consolidated procurement plan for implementation</li> <li>9. The system should generate a summary of the procurement plan for publication in the State Procurement Portal (summarized procurement plan). The system should also extract the preference and reservation plan for submission to PPRA and National Treasury electronically.</li> <li>10. System should allow for amendment of the procurement plan and the approval process should be as described above.</li> <li>11. System should track all amendments and implementation of the procurement plan.</li> </ol>
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. Amendment of procurement plan should be provided for in the public procurement law</li> <li>2. Multiyear plan template to be developed and allowed to use in the system.</li> <li>3. Provide for a template for publication of the procurement plan</li> <li>4. User will key in the requirements/aggregate requirements from the budget and estimated cost</li> <li>5. System will aggregate from all the users for consolidation.</li> <li>6. System should facilitate to set a threshold in purchasing items as provided for in the Regulations</li> <li>7. Verification and validation should be possible before approval if the items requested are necessary.</li> <li>8. System should indicate the Cash flow projections, based on the budget availability.</li> <li>9. It should be possible to record and view the Item-based expenditure.</li> <li>10. The Procurement plan will not be uploaded/updated until ensuring that 30% of procurement has been reserved for special groups.</li> <li>11. APP Template should be also available in Excel file format along with online entry and update of the plan.</li> <li>12. System should allow to access the e-Catalog to pick and aggregate the</li> </ol>

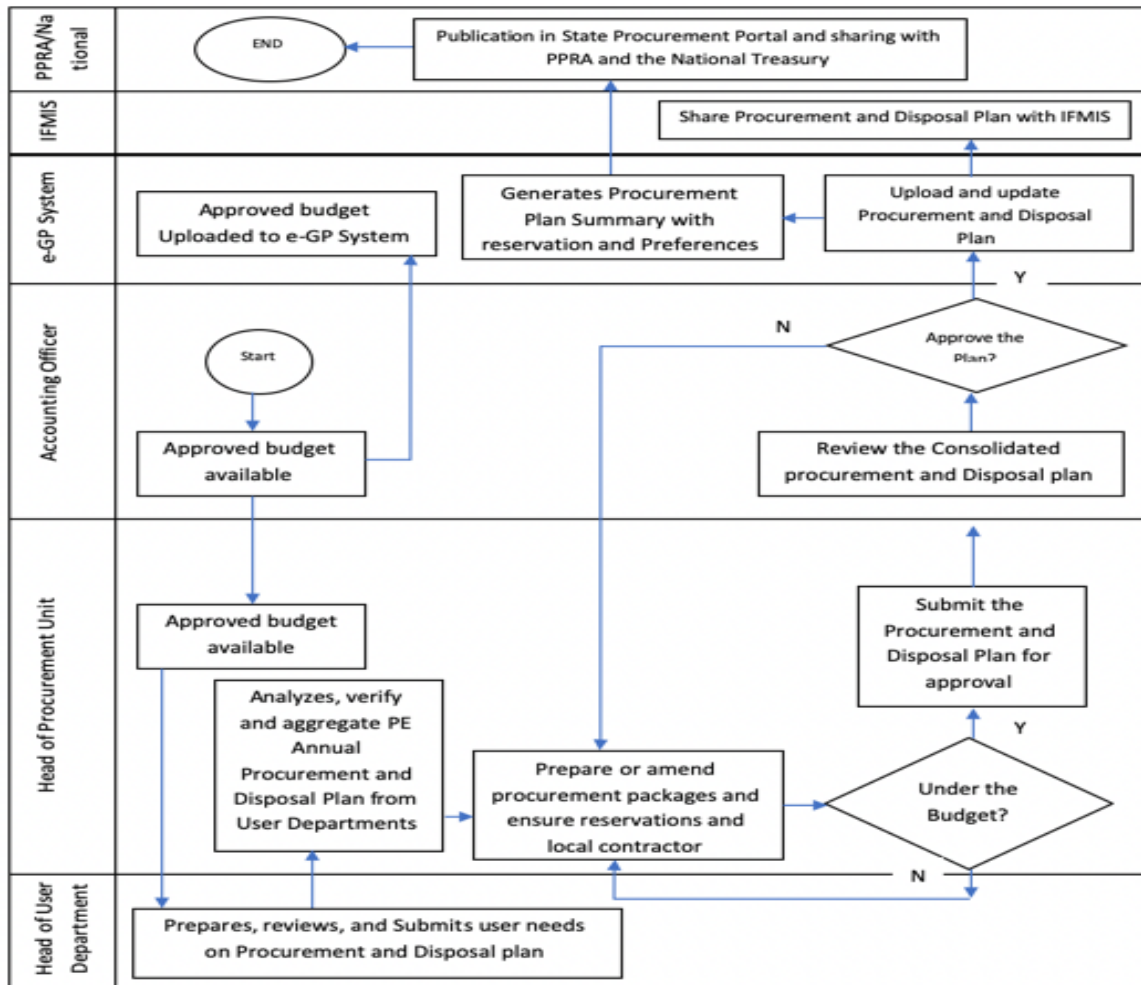
Process Name	Procurement Plan
	<p>procurement requirements.</p> <p>13. The Engineer Services estimates for works / Professional Estimates for Professional Services should be kept secret, and shall not be published.</p> <p>14. Initially the Emergency items are not in the plan, but when the need arises Emergency items should be updated in the Procurement plan following the approval process prescribed in the PPADA 2015 and regulations.</p> <p>15. Disposal Plan will be the same, but additionally it will have a separate data for “the span of life of the item.”</p> <p>16. A column to indicate the special group should be in the plan.</p>

**Table 6: Asset Disposal Planning Process** DRAFT

Process Name	Disposal Plan
<b>Process Objective</b>	<ul style="list-style-type: none"> <li>Consolidated annual disposal plan to guide in the disposal of idle, obsolete and Surplus stores.</li> </ul>
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>Professional services estimate</li> <li>Board of survey report by disposal committee</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>Procurement Officers</li> <li>Head of user departments</li> <li>Head of procuring unit</li> <li>Accounting Officer</li> <li>IFMIS System</li> <li>e-Catalogue</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>Annual Disposal Plan Template as provided for in the PPAD Regulations 2020</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>Consolidated annual disposal plan</li> <li>Approved annual Disposal Plan ready for disposal.</li> </ul>
<b>Timeframe</b>	<ul style="list-style-type: none"> <li>60 days after start of financial year</li> </ul>
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>Head of procurement requests the user department to submit items for disposal (<b>template required</b>).</li> <li>HOD electronically submits list of items to disposed to HOP electronic consolidation.</li> <li>HOP nominates members of the disposal committee to Accounting Officer</li> </ol>

	<p>for appointment.</p> <p>4. Accounting Officer electronically appoints the disposal committee.</p> <p>5. The Head of Procurement define roles and responsibilities to the disposal committee.</p> <p>6. The system communicates to members of the disposal of their appointment and give them access to the e-GP system.</p> <p>7. The disposal committee shall electronically prepare the board of survey report pursuant to provisions of Section 164 of the PPADA, 2015 and submit to the HoP for professional opinion.</p> <p>8. The HoP shall electronically submit the board of survey report and professional opinion to the AO for approval.</p> <p>9. The AO shall electronically submit the approved board of survey report to HoP (template as per FO58 form)</p> <p>10. The Head procurement analyzes and consolidates into the Ministerial Annual Disposal Plan electronically. Head of procurement will ensure 30% reservation to special groups). The system should provide for a situation where the head of procurement assigns this role to a procurement officer.</p> <p>11. The HOP submits the Consolidated Procuring Entity's Annual Disposal Plan electronically for approval to appointed person as stipulated in the PPADA,2015(Accounting Officer, CEC, Board).</p> <p>12. The Accounting officer, CEC, Board electronically confirms and approves the Consolidated Disposal Plan.</p> <p>13. After approval the annual disposal plan is automatically linked to IFMIS to capture AIA funds.</p> <p>14. The Head of procurement and user department receives electronic notifications on the approved consolidated disposal plan for implementation</p> <p>15. The system should generate a summary of the disposal plan for publication in the State Procurement Portal (summarized disposal plan). The system should also extract the preference and reservation plan for submission to PPRA and National Treasury electronically.</p> <p>16. System should allow for amendment of the disposal plan and the approval process should be as described above.</p> <p>17. System should track all amendments and implementation of the disposal plan.</p>
<b>Alternative process, if any</b>	None

<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. Amendment of disposal plan should be provided for in the public procurement law</li> <li>2. Provide for a template for publication of the disposal plan</li> <li>3. PPRA to develop template for board of survey report (F.O. 58)  Verification and validation should be possible before approval</li> <li>4. The disposal plan will not be uploaded/updated until ensuring that 30% of procurement has been reserved for special groups.</li> <li>5. Annual Disposal Plan Template should be also available in Excel file format along with online entry and update of the plan.</li> <li>6. System should allow to access the e-Catalog to pick and aggregate the disposal requirements.</li> <li>7. The reserve price shall be published in the eGP system and to the bidders. <div style="text-align: center;">DRAFT</div></li> <li>8. Disposal Plan shall have separate data for “the span of life of the item.”</li> <li>9. A column to indicate the special group should be in the plan</li> </ol>
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**Figure 5: Procurement and Disposal Planning**

### 2.3.3 Initiation of Procurement Process (P3)

Initiation of a procurement process shall be carried out based on APP. Procurement requests have to be approved prior to commencement of the process. A user should submit a requisition in the required format provided for in the e-GP system. The requisition should provide a complete description of the items required based on the e-catalogue descriptions and the procurement plan.

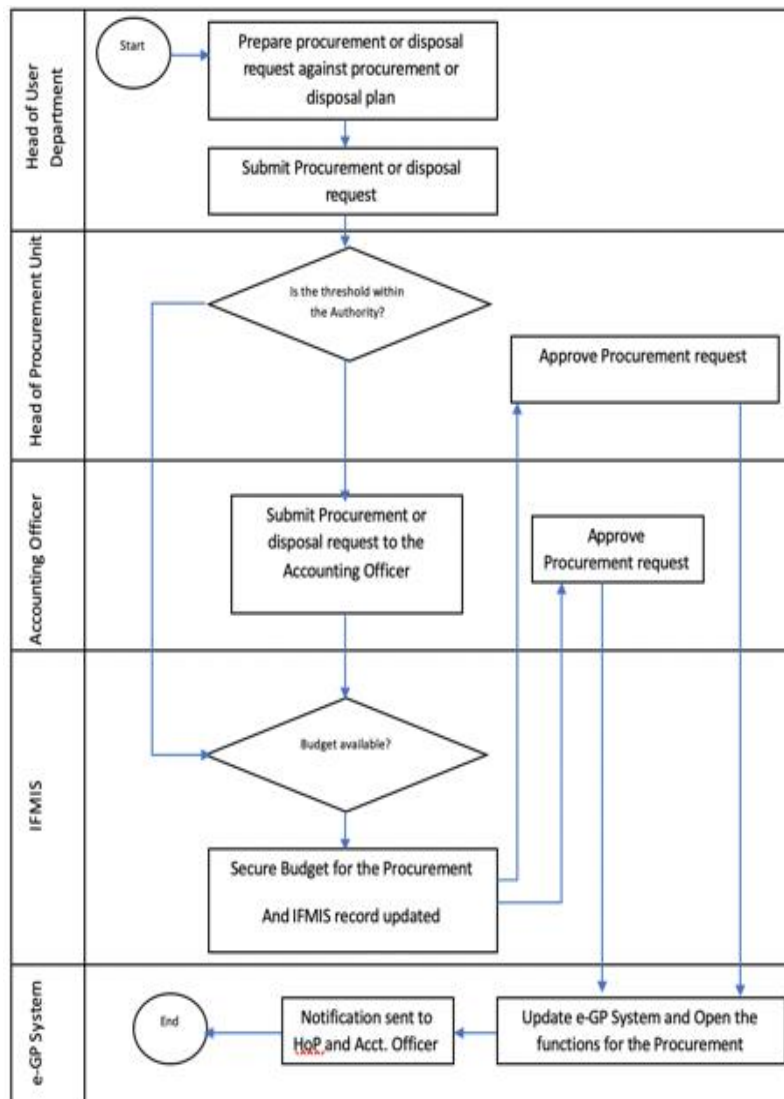
**Table 7: Process description for Initiation of procurement**

Process Name	Initiation of Procurement
Process Objective	<ul style="list-style-type: none"> <li>Enable procuring entities to initiate for procurement against the approved the procurement plan</li> </ul>
Pre-Conditions and Business Rules	<ul style="list-style-type: none"> <li>Approved Annual Procurement Plan</li> </ul>

Process Name	Initiation of Procurement
	<ul style="list-style-type: none"> <li>• Budget provision in the e-procurement system.</li> <li>• UNSPSC</li> <li>• Financing Agreements</li> <li>• Project Appraisal Documents</li> <li>• Market price index</li> <li>• Works Department Rates</li> <li>• Professional services estimate</li> <li>• Specifications</li> <li>• Log in credentials</li> </ul>
Actors	<ul style="list-style-type: none"> <li>• Procurement Officers</li> <li>• Head of user departments</li> <li>• Head of procuring unit</li> <li>• Accounting Officer</li> </ul>
Process Input (data, documents)	<ul style="list-style-type: none"> <li>• Approved Procurement Plan</li> <li>• Specifications</li> <li>• Market price index</li> <li>• Works Department Rates</li> <li>• Professional services estimate</li> <li>• E catalogue</li> </ul>
Process Output	<ul style="list-style-type: none"> <li>• Approved requisition</li> </ul>
Timeframe	<ul style="list-style-type: none"> <li>• Maximum 2 days from receipt of requisition from user.</li> </ul>
Process Steps	<ol style="list-style-type: none"> <li>1. A user shall initiate a procurement by preparing a requisition and attach Terms of Reference and specifications where applicable.</li> <li>2. Specifications, BOQs and TORs may be prepared offline and uploaded to the requisition.</li> <li>3. The user electronically submits the requisition to the Accounting Officer or Head of Department where applicable as stipulated in the threshold matrix</li> <li>4. Electronic approval of Requisition by Accounting officer or HOD. (System should ensure ring fencing of funds after approval of the request to initiate a procurement)</li> <li>5. Where the requisition is approved by HOD the Accounting officer must be notified electronically.</li> <li>6. Once the requisition is approved by the HOD or Accounting Officer the Head of Procurement is notified electronically to commence</li> </ol>



<b>Process Name</b>	<b>Initiation of Procurement</b>
	procurement process.
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. The initiation/requisition process should be linked to the approved procurement plan. This will guard against non-planned procurement and ensure the reservations for special groups are not awarded to non-AGPO groups.</li> <li>2. System should ensure ring fencing of funds after approval of the request to initiate a procurement</li> <li>3. e-GP System should interface with IFMIS for commitment of funds</li> </ol>



**Figure 6: Initiation of procurement Process**

### 2.3.4 Tender Document Preparation, Approval, Publication and Addenda (P4.2)

This module shall facilitate the process of preparing and selecting of standard tender document from the standard template library. When customizing the tender documents, e-GP Users in a Procuring Entity shall undertake the following:

- Complete the letter of Invitation to Tender
- Complete Bid Data Sheet
- Allow for the addition/deletion/modification of qualification criteria according to user requirements.
- Define a list of technical bid requirements (list of items, quantity, specifications of each item, etc.)
- Complete other bid requirements such as specifications, Bill of Quantities, Activity Schedule, price schedule etc.
- Create of forms to enable online filling by bidders and/or uploading of attachments.
- Customize the standard forms with details pertaining to a certain procurement e.g. Form of Tender, Bidder Information Form etc.
- Facilitate the creation of Special Conditions of Contracts and generate contract document and other online forms.

In-built workflows in this module shall allow for the approval and publication of Tender Notice on the e-GP portal. Once published, bidders shall be notified of a new tender notice. Bidders shall be able to download the tender document for reference. Where the bidder chooses to participate they may be required to pay a minimal fee for the bid document as provided for in the bid document. Bidders shall also be able to request for clarifications and PEs shall determine whether an addendum shall be required to be issued.

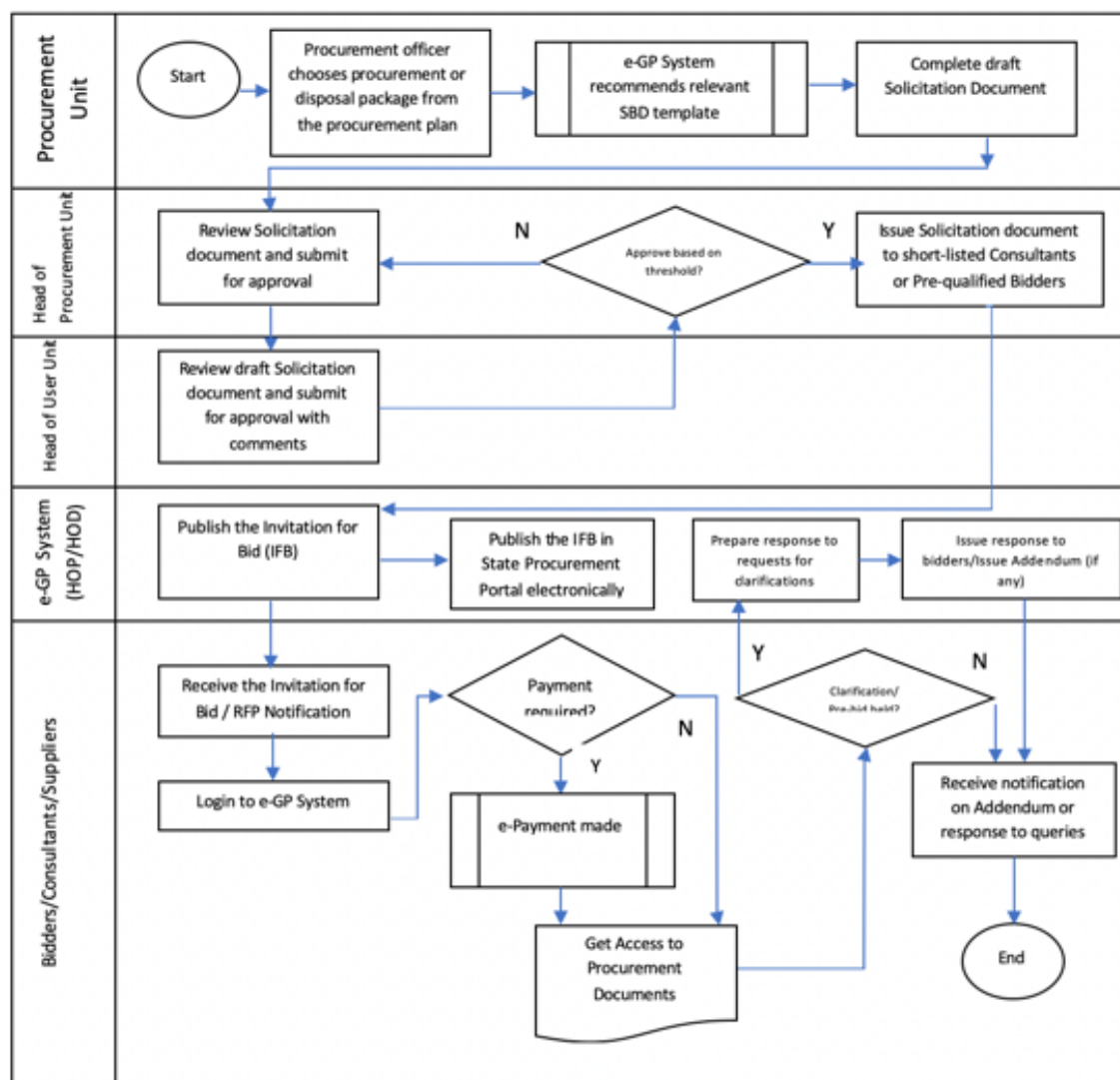
**Table 8: Process description: Preparation of Tender Document, Approval, Publication, Clarification Addendum**

Process Name	Preparation of Tender Document, Approval, Publication and Addenda
Process Objective	Enable procuring entities to prepare electronic tender documents based on the procurement method, approval process and issuance of addenda
Pre-Conditions and Business Rules	<ul style="list-style-type: none"><li>• Standard tender document template library contains standard tender documents and as recommended in the approved APP</li><li>• Approved Requisition</li></ul>
Actors	<ul style="list-style-type: none"><li>• Procurement Officers</li><li>• Head of user departments</li><li>• Head of procuring unit</li><li>• Accounting Officer</li></ul>

<b>Process Name</b>	<b>Preparation of Tender Document, Approval, Publication and Addenda</b>
	<ul style="list-style-type: none"> <li>• Government Advertising Agency</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Standard Tender Document Template developed by PPRA</li> <li>• Approved Annual procurement plan</li> <li>• Approved Requisition</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Approved bidding document</li> <li>• Published Invitation to tender</li> <li>• Addendum</li> </ul>
<b>Timeframe</b>	Minimum advertising period for minimum between the advertisement and deadline for submission shall be dependent on procurement method
<b>Process Steps</b>	<p style="text-align: center;"><b><u>Preparation of bid document</u></b></p> <ol style="list-style-type: none"> <li>1. System guides procurement officer on preparation of tender document (procurement method, type of bidding document)</li> <li>2. Procurement Officer electronically submits the Tender Document to the HOP for review.</li> <li>3. HOP electronically reviews the draft-Bidding document and submits to head of user department for comments/ review; can be multiple player.</li> <li>4. Head of user department submits back the draft Tender Document to the Head of Procurement with comments if any.</li> <li>5. Accounting Officer, Head of procurement or any other officer delegated approves the bidding document as per the thresholds in Act.</li> <li>6. Invitation to tender and tender document is published as per the procurement method.</li> </ol> <p style="text-align: center;"><b><u>Bidder seeking Clarification</u></b></p> <ol style="list-style-type: none"> <li>1. Bidder electronically requests for clarifications on the tender document from the PE within the stipulated period.</li> <li>2. Response to clarifications are prepared by HOD/HOP electronically</li> <li>3. PE electronically notifies all interested bidders of the response to the clarifications which can be issued through addendum</li> <li>4. An addendum/letters of clarification shall be published in the same manner as the invitation to tender</li> <li>5. Request for clarifications linked to each tender and procuring entity.</li> </ol>

Process Name	Preparation of Tender Document, Approval, Publication and Addenda
	<p style="text-align: center;"><b><u>PE initiated Amendment to a Published Tender</u></b></p> <ol style="list-style-type: none"> <li>1. HOD/HOP requests Accounting Officer for approval of modification of a tender electronically</li> <li>2. Accounting Officer approves or rejects modification request electronically and submits to HOP</li> <li>3. System allows for notification (SMS, e-mails) of addendum/cancellation to be sent bidders who have already viewed/downloaded the tender document.</li> <li>4. Where tender is terminated, PE notifies PPRA of a cancellation of a tender electronically (template).</li> </ol> <p style="text-align: center;"><b><u>Bid extension and Pre-bid</u></b></p> <ol style="list-style-type: none"> <li>1. Extension of invitation to bid period to be standardized for all procuring entities-change of policy</li> <li>2. Pre- bid forums in built in the system. Allow for bidders to share comments, views. Procuring entity can view comments which warrant for changes in the bidding documents through addendum (change of time, scope of works, specifications)</li> <li>3. Pre –bid forums are recorded</li> </ol> <p style="text-align: center;"><b><u>Termination/Cancellation of procurement or asset disposal proceedings</u></b></p> <p>The system should allow for termination or cancellation of procurement or asset disposal proceedings before notification of tender award as per the provisions of Section 63 of the PPADA,2015 and Regulation 48.</p> <ol style="list-style-type: none"> <li>1. The HOP may request the Accounting Officer to terminate any procurement proceeding at any stage of procurement before notification of award. The request shall be accompanied by the reasons thereof. (Upload documents).</li> <li>2. The Accounting Officer shall either approve or reject request for termination.</li> <li>3. If the Accounting Officer approves the request for termination, they shall thereon publish the termination notice where the termination is before the bid opening.</li> <li>4. Where the termination occurs after bids have been opened the AO shall electronically notify all persons who submitted tenders of the termination within 14 days.</li> <li>5. <b>The Accounting Officer shall report the proceedings to PPRA</b></li> </ol>

<b>Process Name</b>	<b>Preparation of Tender Document, Approval, Publication and Addenda</b>
	<b>within 14 days (reporting template).</b>
<b>Alternative process, if any</b>	Dependent on nature of procurement and method
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. Should be possible to use the template that can be worked on offline to prepare bidding document. Bill of quantities, technical specifications.</li> <li>2. Documents should be secured.</li> <li>3. System to allow PE to view how many bids have been viewed the tender notice</li> <li>4. Publishing of tender document at e-GP portal. Number of days should be exclusive of the day of tender notice pursuant to provisions of Section 97 (2) of the PPADA,2015.</li> <li>5. Public Procurement State portal hosted in PPRA should be linked with the e-GP portal to publish the Invitation for tender advertisement and bidding document automatically.</li> <li>6. Create and link social media accounts for integration with e-GP (Facebook, twitter,) for the wider publication of the procurement opportunities.</li> <li>7. Invitation to bid to capture information as provided in Section 74</li> <li>8. General public should access the to the invitation to tender and tender document but to participate one has to be registered with the portal</li> </ol>



**Figure 7: Bidding Document Creation, Approval, Publication and Addenda – Open Tender**

### 2.3.5 Registration of Suppliers/Pre-Qualification/Expression of Interest

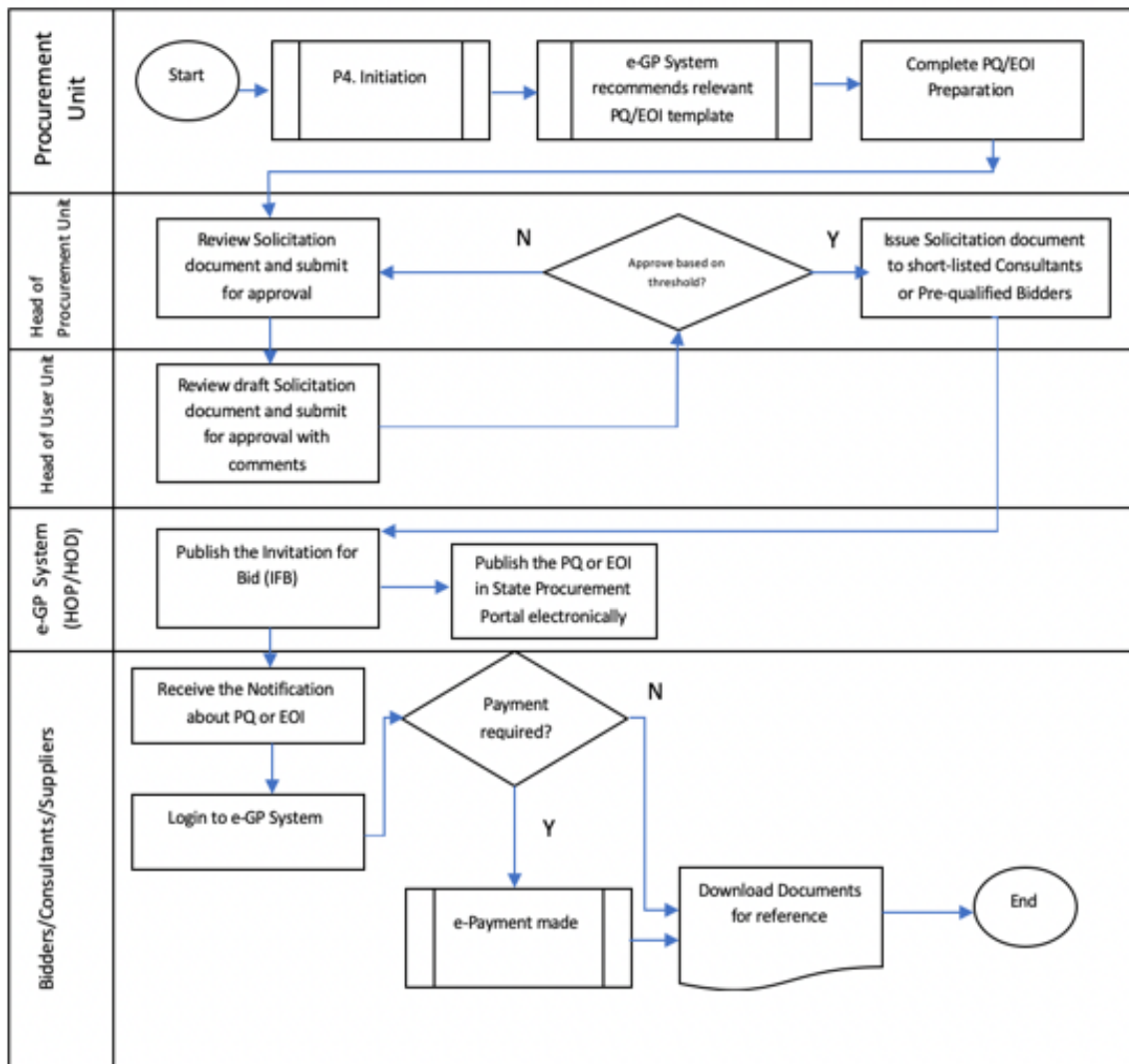
This module shall support registration of supplies, prequalification and request for expression of interest. Prequalification is undertaken as a basic procedure before adopting an alternative procurement method other than open tender for purposes of identifying the best qualified firms for a subject procurement. Pre-qualification shall be for complex goods, works and services. Request for expression of interest shall be applied in the case of consultancy services.

**Table 9: Process description for Registration, Pre-Qualification, and Expression of Interest**

Process Name	Registration of Suppliers/Prequalification/Expression of interest
<b>Process Objective</b>	Procuring entity to have a list of registered suppliers and a list of prequalified suppliers/consultants who can participate in complex procurements
<b>Pre-Conditions and</b>	Should be a function to indicate that a certain procurement will have

<b>Business Rules</b>	prequalification in procurement plan
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Head of user of department</li> <li>• Head of procurement</li> <li>• Accounting officer</li> <li>• Bidders</li> <li>• Government Advertising Agency</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Standard Registration/Prequalification/Express Template developed by PPRA</li> <li>• Approved Annual procurement plan</li> <li>• Approved Requisition</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Approved bidding document</li> <li>• Published Invitation to tender</li> <li>• Addendum</li> </ul>
<b>Timeframe</b>	Minimum period between the advertisement and deadline for submission shall be 7 days for expression of interest/prequalification and 14 days for registration of suppliers.
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>1. System guides procurement officer on preparation of prequalification /registration tender document/expression of interest.</li> <li>2. Procurement Officer electronically submits the Tender Document to the HOP for review.</li> <li>3. HOP electronically reviews the draft Bidding document and submits to head of user department for comments/ review; can be multiple player</li> <li>4. Head of user department submits back the draft tender document to the Head of Procurement with comments.</li> <li>5. Accounting Officer, Head of procurement or any other officer delegated electronically approves the bidding document as per the thresholds in Act.</li> <li>6. Pre –qualification invitation notice shall be published as per the requirements of Section 93 and 94 of the PPADA, 2015.</li> <li>7. Publication of Registration document should be published as per requirements of Regulation 69 and 70.</li> </ol>
<b>Alternative process, if any</b>	None

<b>Process Reengineering recommendations</b>	<p>1. PPRA to develop templates for pre-qualification/registration of suppliers and expression of interests tender documents.</p> <p>2. List of registered suppliers should be updated as per requirements of Regulation 44.</p>
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**Figure 8: Pre-Qualification Document/ Expression of Interest**

### 2.3.6 Modification and Withdrawal of Bids

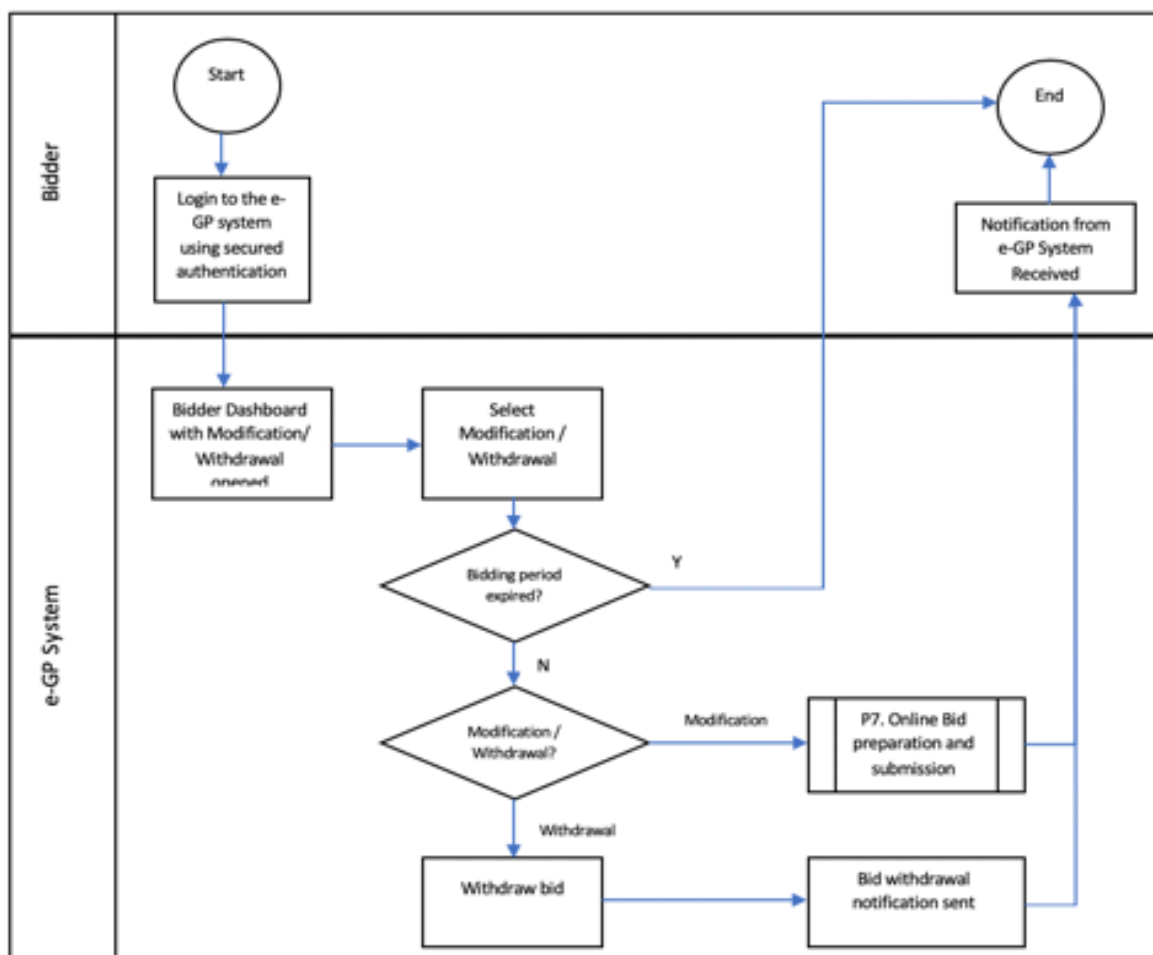
The e-GP System shall facilitate modification and withdrawal of bids prior to the closing date and time of the bidding period.

**Table 10: Process description for Modification and Withdrawal of Bids**

<b>Process name</b>	<b>Modification and Withdrawal of Bids</b>
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<b>Process name</b>	<b>Modification and Withdrawal of Bids</b>
<b>Process objective</b>	<ul style="list-style-type: none"> <li>• Modification and Withdrawal of Bids prior to bid submission deadline</li> </ul>
<b>Pre-conditions/ Business rules</b>	<ul style="list-style-type: none"> <li>• Submitted bid document</li> </ul>
<b>Actors</b>	Bidders
<b>Process inputs</b>	<ul style="list-style-type: none"> <li>• Bidding document</li> </ul>
<b>Process outputs</b>	<ul style="list-style-type: none"> <li>• Withdrawn bids</li> <li>• Modified bids re-submitted</li> </ul>
<b>Timeframe</b>	Immediate for withdrawal.
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>1. Bidder logs into the system and makes changes to their bid as necessary</li> <li>2. In the case of a withdrawal, bidder will indicate that they have withdrawn from the bidding process.</li> <li>3. In the case of modification, the bidder removes the bid initially submitted and replaces it with a new bid.</li> </ol>
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. Should allow modification or withdrawal as many times as the bidder wishes before deadline, but should be aware about the deadline.</li> <li>2. System to record bid submission activity such as modifications or withdrawals.</li> </ol>



**Figure 9: Modification and Withdrawal of Bids**

### 2.3.7 Online Bid Submission (P4.3)

The e-GP System should allow bidders to submit bids online with relevant supporting documents. This module shall support the following non-exhaustive key functionalities:

- Creation of a virtual tender box for bidders to submit their bids for each bidding exercise.
- Allow only eligible bidders to initiate bid submission under all methods of procurement as highlighted in the PPADA 2015. These methods include, open national/ international tender, restricted national/ international tender, request for quotation, low value procurement, expression of interest and pre-qualification procedure.
- Electronic bids should be received in the virtual tender box created for each bidding exercise.
- Facilitate the bidder to specify compliance against predetermined requirements.
- Facilitate online preparation of bids, and allow offline preparation of long tabular data offline using Excel Templates (i.e. Bill of Quantities, Schedule of delivery, and other) and populating the database after uploading to the system.
- Provide bidders with a facility to complete checklist of requirements before submission of their bid.

- Display time left for undertaking key stages of the bidding process such as but not limited to; holding pre-bid meeting, receiving requests for clarifications and bid submission, bid opening.
- Generate notifications to bidders after successful submission of their bids.

**Table 11: Process description for Online Bid Submission**

<b>Process Name</b>	<b>Submission of bidding document / Opening of bidding documents</b>
<b>Process Objective</b>	<ul style="list-style-type: none"> <li>• Enable bidders to respond to invitation to bids.</li> </ul>
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Published bidding document</li> <li>• Shortlisted Bidders, if PQ/REOI conducted</li> <li>• Online purchase of bidding documents, if applicable</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Interested bidders</li> <li>• Procuring entity</li> </ul>
<b>Process Input (data, documents)</b>	<p>Bidding document which entails:</p> <ul style="list-style-type: none"> <li>• Advertising period</li> <li>• Bidding data sheet</li> <li>• Technical specifications</li> <li>• Terms of reference</li> <li>• Expected delivery (dates)</li> <li>• Item description and unit in the Bill of quantities (BoQ)</li> <li>• Review Special conditions of contract</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Bids submitted</li> </ul>
<b>Timeframe</b>	<ul style="list-style-type: none"> <li>• Period from issue of tender to deadline for submission provided by the PE.</li> </ul>
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>1. Bidder shall upload all relevant certificates/document in support of their bids.</li> <li>2. Tenderers shall sign/certify all statements, documents and certificates to take responsibility of their correctness.</li> <li>3. The system administrator shall scan the bid submitted for malware before being uploaded and accepted in the online bid box. A recognized third-party company shall provide the Malware</li> </ol>

	<p>application.</p> <ol style="list-style-type: none"> <li>4. Where a scanned document is rejected, the tenderer shall be notified immediately.</li> <li>5. The system shall accept only those bids in electronic format received within the tender submission deadline. The system shall use the East African time zone.</li> <li>6. Receipt of electronic submission of bids inclusive of date and time of submission shall be acknowledged electronically.</li> <li>7. Proof of tender security or extension of bid security where applicable shall be scanned and uploaded along with the bid. Financial Institutions and insurance companies authorized to issue bid security shall be required to log in into the system to authenticate the bid security issued.</li> <li>8. Failure to have the tender security authenticated by issuing financial institution shall lead to disqualification of the bid.</li> <li>9. In order to submit bid electronically bidders shall be required to secure a digital signature certificate from a certifying agency licensed by the Communications Authority of Kenya (CAK).</li> <li>10. Bid/proposal submitted online shall be signed online using an electronic signature to establish the identity of the bidder submitting the bid/proposal.</li> <li>11. Submission of tenders shall be received in a virtual tender box maintained to high standards of security. The virtual tender box shall remain closed until the date of tender opening.</li> </ol>
<b>Alternative process, if any</b>	As provided for in the PPAD Regulations, 2020
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. Checklist for requirements for a particular bid</li> <li>2. Bidder can change and save as many times as he wants before he submits the bid</li> <li>3. Configuration of the system to allow PE to view how many bids have been submitted.</li> <li>4. Bidders shall not be required to upload scanned certificates/documents that can be validated by the system through integration with other systems, For example KRA and BRS. System should provide a field to input the certificate number for validation.</li> <li>5. Complaint lodgment function available after invitation to tender has been published. Complaint lodge notification to procuring entity and PPRA.</li> <li>6. Complaint mechanism on the dashboard of the procuring entity.</li> <li>7. PPRA /Administrative Review Board should have access to the documents required for review and examination. Section 9 m(i), Section 38 of PPADA, 2015</li> <li>8. PPRA / Review Board will access procurement plan, bidding</li> </ol>

	<p>documents and any other document have been shared publicly when a complaint is lodged before bid submission date.</p> <p>9. Administrative review board is a quasi-court.</p> <p>10. Review of Regulations and PPADA,2015to capture timelines for reviewing and responding to complaints</p> <p>11. Complaint decision by PPRA and or Review Board should be made public. Section 9 (n) of PPADA, 2015.</p>
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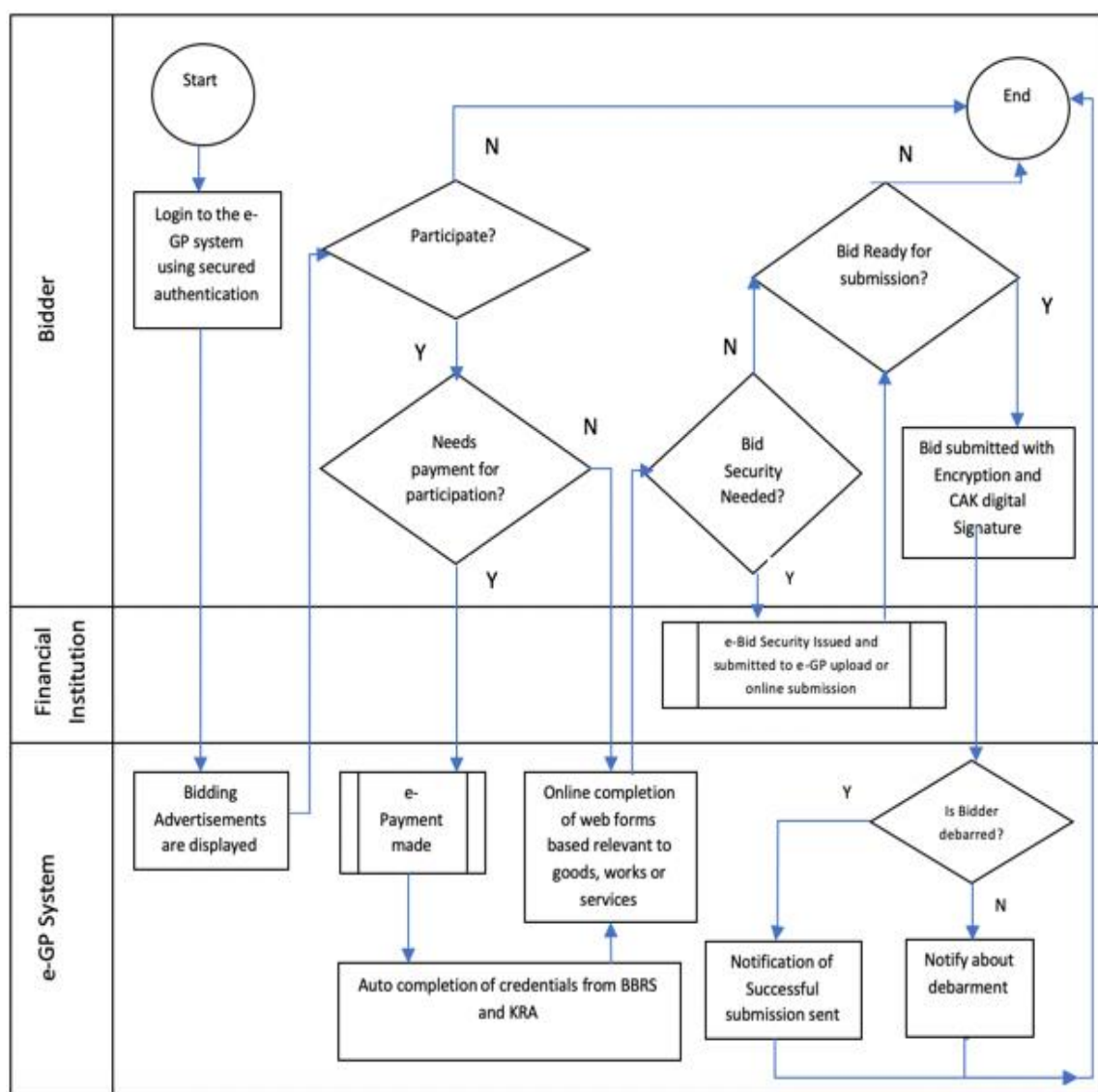


Figure 10: Online Bid Submission

### 2.3.8 Bid Opening Process

Bid Opening Committee (BOC) shall open the bids submitted at the closing date and time of the tender.

The module shall consist of the following non-exhaustive functionalities:

- alerts to bidders and bid opening committee members over email and sms as reminder for bid opening date and time;
- Facility for Head of Procurement to nominate tender opening committee members to accounting officer for approval. Accounting Officer may approve or reject and the HOP notified.
- denial of access to bids by Bid Opening committee until the due date and time for bid opening is reached;
- facilitate opening of bids by Bid Opening committee – either as a group from same location or as individual from their respective locations
- in case of two-envelope bids, financial bids should be unlocked only after technical evaluation for qualified bidders and should not be modified after the deadline for their submission;
- generation of Bid Opening Report (BOR);
- for two-envelope bids, allow for opening of selected financial proposals and generate a BOR;
- restrict access to bids only to Bid Opening Committee and Evaluation Committee members as applicable;
- facilitate the extension of the bid validity period to be initiated by the Head of Procurement and notified to and accepted by all bidders; and
- the system should be able to incorporate use of PKI and DSCs for encrypting and opening of bids if the PKI is available in the country.

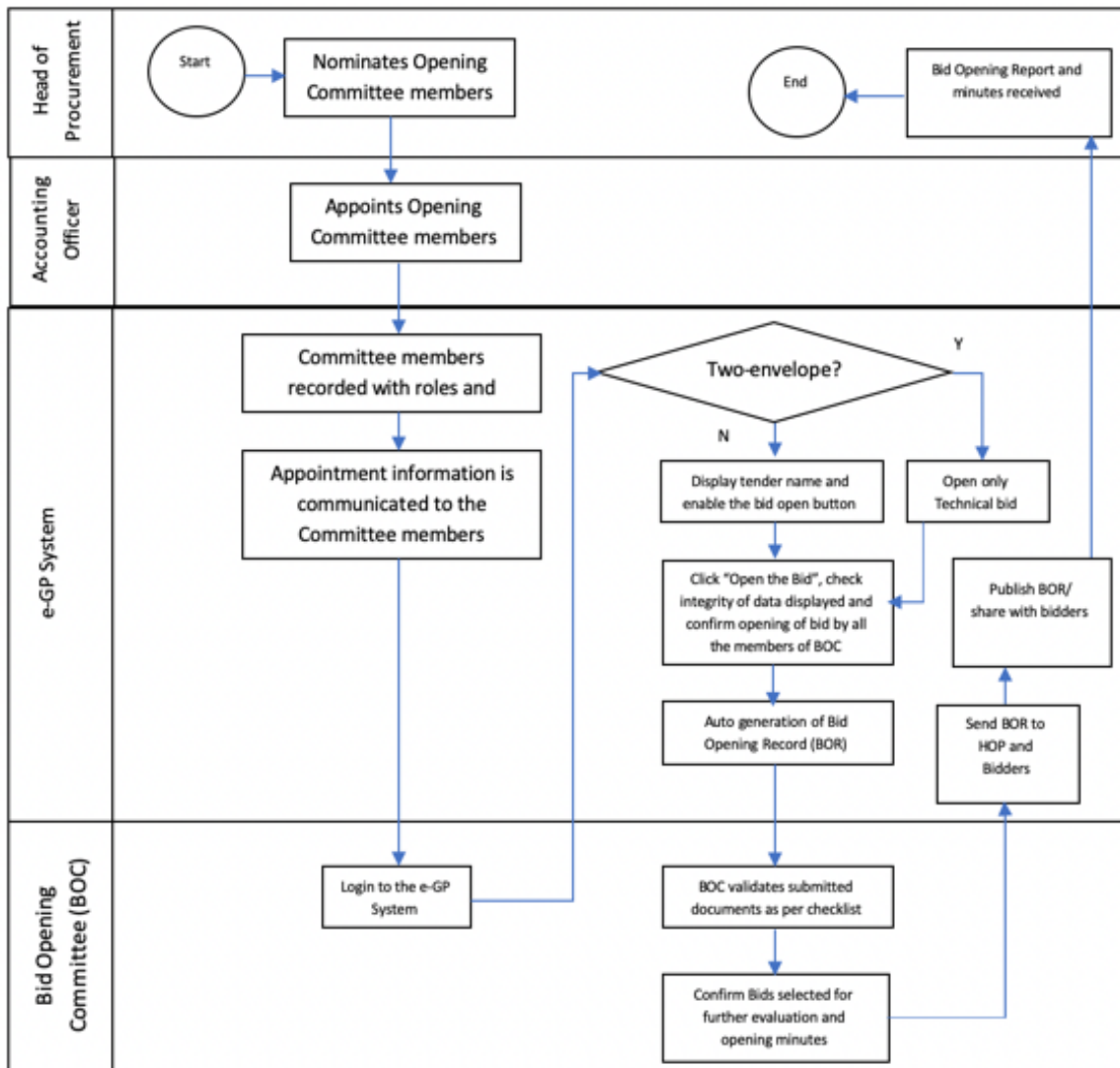
**Table 12: Process Description for Bid Opening**

Process Name	Bid Opening
Process Objective	<ul style="list-style-type: none"><li>• Opening of bids (either under two (2) envelope, single envelope procedure, PQD/EOI)</li><li>• Generation of bid opening report</li><li>• Financial Bid Opening for shortlisted bidders under 2 envelope procedure</li></ul>
Pre-Conditions and Business Rules	<ul style="list-style-type: none"><li>• Tender Closing date and time</li><li>• Tender Opening Committee and Tender Evaluation Committee appointed and assigned roles</li></ul>

<b>Process Name</b>	<b>Bid Opening</b>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Bid Opening Committee</li> <li>• Head of Procurement</li> <li>• Bidders</li> </ul>
<b>Process Input</b>	<ul style="list-style-type: none"> <li>• Bids submitted by bidders</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Bid Opening Report and Minutes</li> <li>• Bid opening register showing record of attendance by bidders</li> </ul>
<b>Timeframe</b>	Immediately after tender submission deadline.
<b>Process Steps</b>	<p><b><u>Opening of Request for Quotations /Tenders/Direct Procurement</u></b></p> <ol style="list-style-type: none"> <li>1. HOP nominates members of the opening committee and submits the proposed names to Accounting Officer for appointment before bid opening.</li> <li>2. Accounting Officer electronically appoints the opening committee</li> <li>3. The Head of Procurement assigns roles and responsibilities to the Committee. The secretary of the committee shall be responsible for managing the DSC during tender opening.</li> <li>4. The system communicates to members of the opening committee through email and sms of their appointment and give them access to the e-GP system.</li> <li>5. The opening committee shall access the system in the specified and restricted time for specific procurement defined by procuring entity for opening tender documents.</li> <li>6. Electronic opening of bids through a DSC.</li> <li>7. Opening minutes to be automatically generated (template to be provided)</li> <li>8. System submits opening committee minutes to HOP and bidders who participated in the tender.</li> <li>9. The opened tender documents shall all be stored in the e-GP server in an encrypted format and details about the encryption forwarded to the HOP.</li> <li>10. A record of bid opening shall be printed and signed by bid opening committee and subsequently uploaded in the system.</li> </ol> <p><b><u>Two Envelope Bid Opening and Two Stage Tendering</u></b></p> <ol style="list-style-type: none"> <li>1. Financial Proposals shall be opened after technical evaluation has been approved by the Accounting Officer and within the 30 days</li> </ol>

<b>Process Name</b>	<b>Bid Opening</b>
	<p>evaluation period</p> <ol style="list-style-type: none"> <li>2. HOP electronically communicates to technically qualified bidders to participate in the opening of their financial proposals. (e-mail) at a predetermined time and date. HOP communicates to the financial proposal opening date to the bid opening committee.</li> <li>3. Financial proposals shall remain encrypted until the opening date.</li> <li>4. Financial bids for unsuccessful bidders at technical stage shall not be opened.</li> </ol>
<b>Alternative options</b>	None
<b>Recommendations for BPR</b>	<ol style="list-style-type: none"> <li>1. System to allow PE to view the bidders attending the opening and and a report generated for the same</li> <li>2. The requirement to paginate the Tender in manual system should not be required in e-procurement (Amendment to the law that requires pagination)</li> <li>3. Opening in Presence of Bidders- Bidders will log in from Home ( It needs a change of the law which requires public bid opening) Otherwise there should be a requirement in the bid document that bidders should log in at the deadline for submission.</li> <li>4. Automatic generation of Bid Opening minutes should be permitted.</li> <li>5. Bid opening minutes should be published in the e-GP Portal</li> <li>6. The system can allow both automatic opening of bids and bids to be opened by a committee as provided for in the PPADA 2015.</li> <li>7. The system to allow for online preparation and signing of record of attendance by bidders</li> </ol>





**Figure 11: Bid opening Process**

### 2.3.9 Bid Evaluation Process

This module on the e-GP system will facilitate bid evaluation, including evaluation of prequalification documents and expression of interest. The evaluation process shall be conducted in the e-GP system and shall entail preliminary, technical and financial evaluation. The e-GP system shall also allow for the evaluation of bids in an automated manner for purpose of price comparison of standard items, which do not require technical evaluation.

The module should support the following non-exhaustive functionalities:

- Definition of evaluation criteria.
- Facilitate undertaking of independent and confidential evaluation.

- Generation of comparative bidders' compliance sheet (requirements, experience, etc.).
- Classification of deviations from requirements as major/minor and recording reason for the same.
- Recording of off-line evaluation.
- Facilitate seeking and obtaining online clarifications from bidders through Head of procurement.
- Support allocation of marks and/or compliance details for each evaluation criterion where applicable.
- Support recording of reason for bid rejection at any stage.
- Facilitate foreign currency conversion to Local Currency.
- Support generation of a Price Comparison Sheet item-wise.
- Generation of Bid Evaluation Report (separate Technical Evaluation Report and Financial Evaluation Report for 2 envelopes bidding).
- Facilitate review and approval of Bid Evaluation Report.
- Facilitate cancellation of procurement proceedings.
- Facilitate the signing of confidentiality declaration form by evaluation committee members.

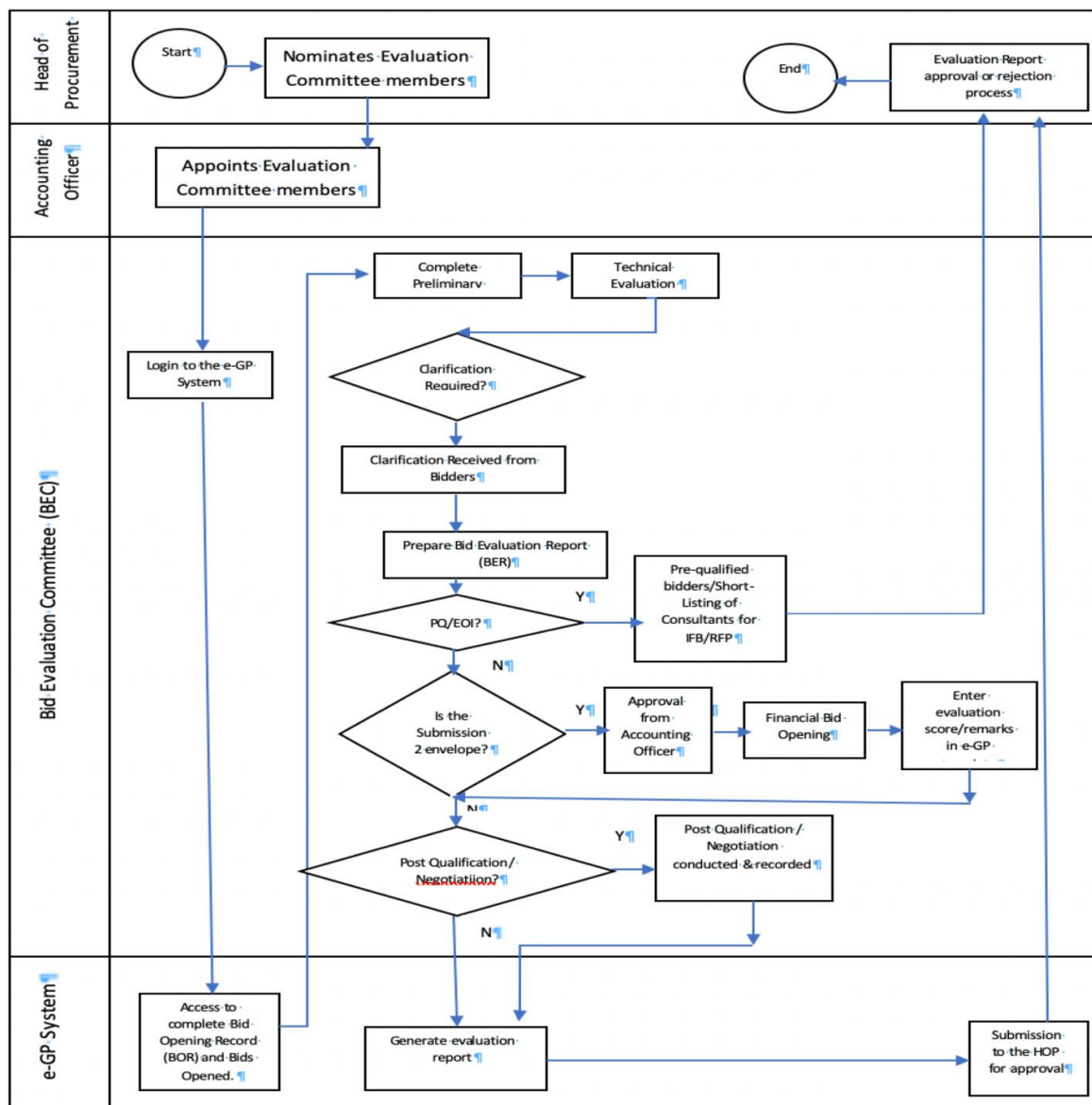
**Table 13: Process Description for Bid Evaluation**

<b>Process Name</b>	<b>Evaluation of Bids</b>
<b>Process Objective</b>	Evaluate and compare submitted tenders in order to identify the most competitive bid
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Tender Opening Minutes</li> <li>• Submitted bid documents</li> <li>• Appointed Evaluation Committee</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Evaluation Committees</li> <li>• Head of Procurement</li> <li>• Accounting Officer</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Opening Minutes</li> <li>• Submitted bid documents</li> <li>• Tender Document</li> <li>• Market survey</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Tender Evaluation Report</li> </ul>
<b>Timeframe</b>	<ul style="list-style-type: none"> <li>• The evaluation period for each procurement method shall be</li> </ul>

	pursuant to the provisions of the PPAD Act, 2015
<b>Process Steps</b>	<p><b><u>Appointment of Evaluation Committee</u></b></p> <ol style="list-style-type: none"> <li>1. HOP nominates evaluation committee and submits proposed names to Accounting Officer for appointment before bid opening.</li> <li>2. Accounting Officer electronically appoints the evaluation committee</li> <li>3. The Head of Procurement assigns roles and responsibilities to the committee. The secretary of the evaluation committee shall ensure bids are decrypted and are available for evaluation.</li> <li>4. The system communicates to members of the opening committee through email and sms of their appointment and give them access to the e-GP system.</li> <li>5. The evaluation committee shall access the system only in specified and restricted time for specific procurement defined by a procuring entity for submitting the evaluation results and reports.</li> </ol> <p><b><u>Tender evaluation</u></b></p> <p><b>A. Preliminary evaluation</b> – The evaluation committee shall conduct online preliminary evaluation of the submitted bids to determine their responsiveness in accordance with Section 79 of the PPADA, 2015 and Regulations 74. (template required)</p> <p><b>B.</b></p> <p><b>Technical evaluation</b></p> <ol style="list-style-type: none"> <li>1. The evaluation committee shall conduct online technical evaluation of the bids that qualified under preliminary evaluation to determine their responsiveness to the technical requirements set out in the tender document accordance with Section 80 of the PPADA, 2015 and Regulations 76.</li> <li>2. For two stage bid evaluation the Accounting Officer must approve the technical evaluation report before opening of financial proposals.</li> <li>3. The HOP shall communicate to the Bid evaluation committee once the financial proposals are opened.</li> </ol> <p><b>C. Financial evaluation-</b> The evaluation committee shall conduct online evaluation of bids that qualified under technical evaluation to determine the evaluated price of each tender accordance and Regulations 77 and arrive at the successful tender pursuant to provisions of with Section 86 of the PPADA, 2015.</p> <p><b><u>Bid Evaluation Report</u></b></p> <ol style="list-style-type: none"> <li>1. The system shall generate the evaluation report using a selected pre-configured evaluation report template. The contents shall be as per the provisions of Regulation 78 and Section 80 of the</li> </ol>

	<p>PPADA,2015.</p> <p>2. The BEC shall electronically submit an approved evaluation report to the HOP.</p> <p><b><u>Forfeiture of Bid Security pursuant to provisions of Section 61 (3a) of the PPADA,2015</u></b></p> <p>1. In the event that the any bidder withdraws their bid before tender award the PE (HoP) shall electronically inform the bidder and issuing financial institution of their intention to encash the bid security</p> <p>2. The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as in Appropriation in Aid.</p> <p><b><u>Release of Bid Security pursuant of Section 61 (4d) of the PPADA,2015</u></b></p> <p>1. The HoP shall prompt the e-GP system shall to automatically release the bid security if a bidder refuses to extend their tender validity.</p> <p><b><u>Post qualification</u></b></p> <p>1. The evaluation committee shall conduct post qualification where applicable pursuant provisions of Section 83.</p> <p>2. In the event the recommended lowest evaluated bidder does not meet the post qualification requirements the evaluation committee shall proceed to conduct post qualification on the next responsive bid pursuant to provisions of Regulation 80 and provide a report.</p> <p>3. The BEC shall electronically submit an approved post qualification report to the HOP.</p> <p><b><u>Professional Opinion</u></b></p> <p>1. A signed evaluation report, post qualification report or negotiation report where applicable shall be electronically submitted to the HOP for review.</p> <p>2. The HOP shall electronically review the BER as per the provisions of Section 84 of the PPADA,2015 and Regulation 78 sec 2,3,4 and prepare a professional opinion (template as provided in the Ninth Schedule)</p> <p>3. The HOP shall electronically submit a signed professional opinion together with the evaluation report to the Accounting Officer who will either approve or reject in line with the provisions of Regulation 79.</p> <p>4. The Accounting Officer decision shall electronically communicate (email)to HOP and Head of user department their decision of in line with Regulation 78 Subsec 5 and Regulation</p>
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	<p>79.</p> <p><b><u>Negotiations</u></b></p> <ul style="list-style-type: none"> <li>• The accounting officer may authorize the evaluation committee to enter into negotiations where applicable with the bidder who submitted the successful proposal pursuant to provisions of Section 128 of the PPADA,2015 and Regulations 130.</li> <li>• The appointed committee shall electronically submit an approved negotiation report to the HOP for a professional opinion pursuant provisions of Regulation 90 Subsec 5.</li> <li>• The HOP shall prepare the professional opinion as per the documented process described above.</li> </ul>
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. System will send a notification to members of the various ad-hoc committees about their appointment</li> <li>2. Evaluation committee consist of 3 to 5 members and should be formed in the e-GP System</li> <li>3. The system should allow for different evaluation criteria and should be able to store various evaluation criteria templates.</li> <li>4. Implementation of Executive Order No. 2 of 2018 on Public Procurement of Goods, Works and Services.</li> <li>5. International competitive bidding- margin of preference should be inbuilt in the system.</li> <li>6. At Bidding opening the system should calculate the prices as per the various margin of preference as provided in the evaluation criteria</li> </ol>



**Figure 12: Bid Evaluation Process**

### 2.3.10 Notification of Award Process

This module of the e-GP System shall facilitate the notification of award process. The e-GP System shall allow for electronic notification of the intention to enter into a contract with the successful bidder. The e-GP system shall at the same time electronically notify all other persons whose bids were not successful indicating the reasons thereof and disclosing the successful tenderer. The module should support the following non-exhaustive functionalities:

- Sending notification of award to all bidders
- Award of contract and issue of contract forms
- Facilitate PEs to respond to queries (de-briefing)
- Publication of award of contract

The Attorney General where applicable will review contracts and give clearance before they are signed. A draft contract is shared with the successful bidder for their review and signature and thereafter the process of contract management and payment for goods, works or service commences

**Table 14: Process Description for Notification of Award**

<b>Process Name</b>	<b>Notification of awards and Signing of contract</b>
<b>Process Objective</b>	Bidders are notified of evaluation outcome
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Approved professional opinion</li> <li>• Approved negotiations report</li> <li>• Clearance from Attorney General where applicable</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Head of Procurement</li> <li>• Head of user department</li> <li>• Accounting officer</li> <li>• Bidders</li> <li>• Attorney General</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Tender form</li> <li>• Price schedule or Bills of quantities submitted by tenderer</li> <li>• Schedule of requirements</li> <li>• Technical Specifications</li> <li>• General conditions of contract</li> <li>• Special conditions of contract</li> <li>• Performance security where applicable</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Notification of Award</li> <li>• Contract Agreement.</li> <li>• Debriefing letter</li> </ul>
<b>Timeframe</b>	Contract should be signed after 14 days from date of notification of award but within the tender validity period.
<b>Process Steps</b>	<p><b><u>Notification Award</u></b></p> <ol style="list-style-type: none"> <li>1. The Accounting officer or HOP where applicable shall</li> </ol>

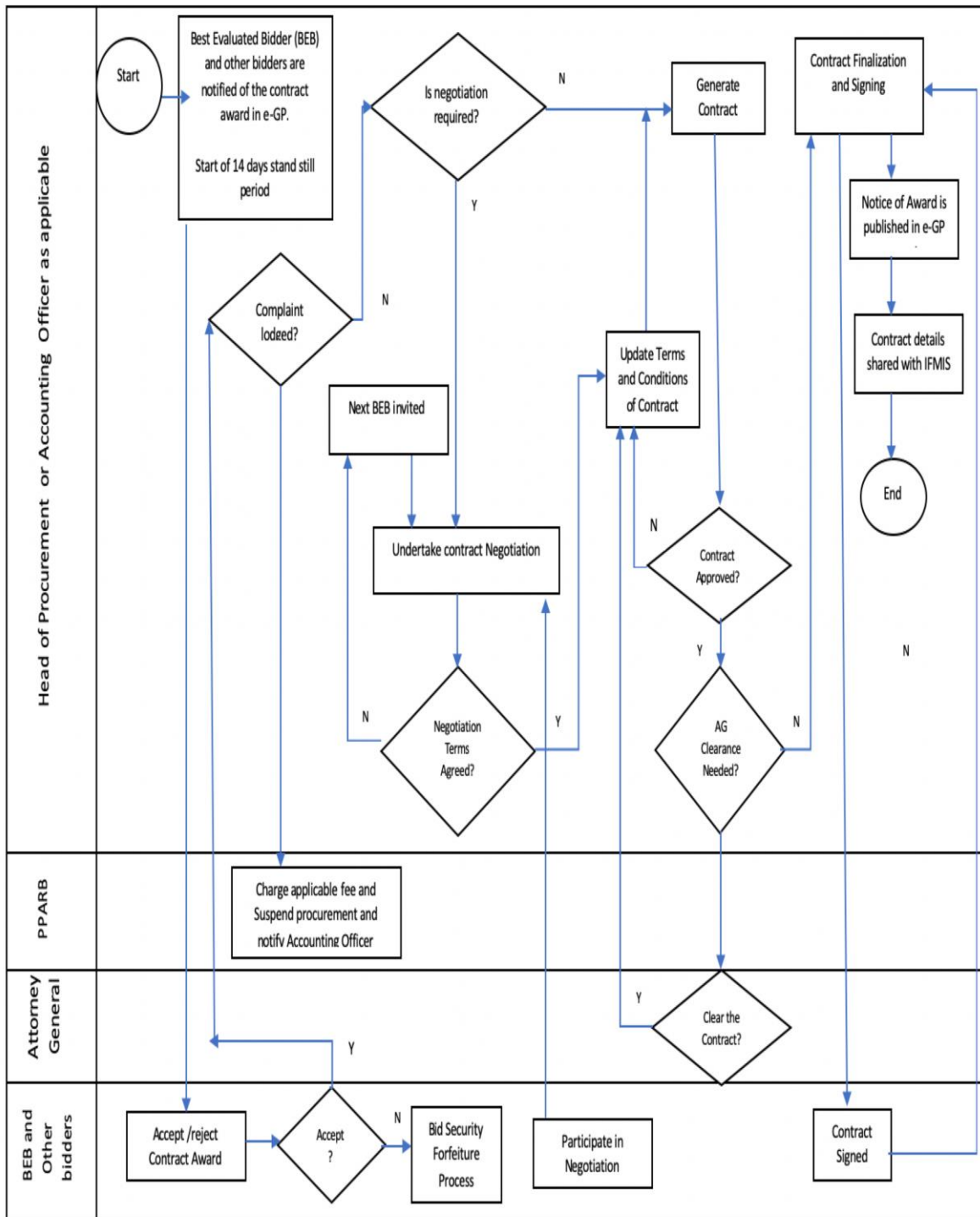
	<p>electronically notify successful bidder and unsuccessful bidders with reasons thereof pursuant to provisions of Section 87 of the PPADA,2015 and Regulation 61 subsec 3 (templates required).</p> <ol style="list-style-type: none"> <li>2. In the case of prequalification, The Accounting officer or HOP where applicable shall electronically notify successful bidder and unsuccessful bidders with reasons thereof pursuant to provisions of Section 95 of the PPADA,2015</li> <li>3. In the case of registration of suppliers, The Accounting officer or HOP where applicable shall electronically notify successful bidder and unsuccessful bidders with reasons thereof pursuant to provisions of Section 95 of the PPADA,2015</li> <li>4. When the tender document provides for negotiations, the HOP shall electronically notify the successful bidder specifying that entering into a contract shall be subject to the successful negotiations pursuant to provisions of Regulation 130 subsec 2.</li> <li>5. After bidders are notified, the e-GP system should allow for 14 days in which unsatisfied bidders may lodge an appeal.</li> </ol> <p><b><u>Lodging of complaint after notification of award</u></b></p> <ol style="list-style-type: none"> <li>1. Unsatisfied bidder may lodge an appeal through e-GP system to the PPARB</li> <li>2. The e-GP system should raise an e-slip/invoice based on the graduated scale on the value of the tender sum for the bidder to pay.</li> <li>3. Secretary of the PPARB notifies the Accounting Officer of the PE through e-GP system of the appeal lodged and requests them to suspend the procurement process until the appeal is determined.</li> <li>4. AO shall suspend the procurement process and electronically notify the HOP to communicate to all bidder(s)</li> <li>5. In the event a bidder(s) is unsatisfied with the decision of PPARB he may lodge appeal with the High Court within 14 days after the order is made by the Review Board. In this case the procurement process remains suspended until the case is determined.</li> </ol> <p><b><u>Preparation of contract without complaint lodged</u></b></p> <ol style="list-style-type: none"> <li>1. If no appeal is lodged within 14 days from the date of notification, then the PE enters into a contract with the successful bidder(s).</li> <li>2. Successful bidder electronically communicates his acceptance/rejection of the offer including submitting a performance security where applicable.</li> <li>3. The assigned procurement officer drafts the contract using appropriate templates in the e-GP system, submits to HoP for</li> </ol>
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	<p>review.</p> <ol style="list-style-type: none"> <li>4. Once the HoP electronically reviews the contract, he submits to the successful bidder(s) for concurrence.</li> <li>5. The bidder reviews and electronically submits to HoP for further processing. The bidder may digitally sign the contract or submit with comments.</li> <li>6. If the bidder has comments on the contract the HoP electronically submit the comments to the PE Legal Unit for review or AG where applicable before signing of the contract.</li> <li>7. If the successful bidder is in concurrence with the contract terms and conditions the HOP shall the electronically forward the contract to Accounting Officer for signing.</li> <li>8. For contracts above Kshs 5 Billion the AO shall electronically submit the contract document to the Attorney General for review and clearance before signing of the contract. System to allow for request for clarifications.</li> <li>9. The AG shall electronically communicate the clearance of contract for signing to the AO of the relevant PE.</li> <li>10. Once the AO digitally signs the contract, they shall submit to the HoP for forwarding to the successful bidder(s).</li> <li>11. The HoP shall publish the details of the contract award on the PEs website and State Procurement Portal pursuant to requirement of Section 138 subsec 4</li> </ol> <p><b><u>Forfeiture of Bid Security pursuant to Section 61 (3b) of the PPADA,2015</u></b></p> <ol style="list-style-type: none"> <li>1. In the event that the any bidder rejects tender award or to sign a contract the PE (HoP) shall electronically inform the bidder and issuing financial institution/insurance company of their intention to encash the bid security</li> <li>2. The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as in Appropriation in Aid.</li> </ol> <p><b><u>Release of Bid Security pursuant to Section 61 (4) of the PPADA,2015</u></b></p> <ol style="list-style-type: none"> <li>1.The HoP shall prompt the e-GP system to automatically release the bid security for unsuccessful bidders.</li> </ol>
<b>Alternative process, if any</b>	<ul style="list-style-type: none"> <li>• Roll out of contract module only applicable to contracts that will be initiated in the e-GP solution</li> </ul>

**Process Reengineering recommendations**

1. All NOA processes should be carried through the e-GP System
2. Template for contract forms to be embedded in the e-GP system.
3. PPRA should develop simplified contract forms for standard procurements.
4. In the case of pre-qualification, shortlisted bidders shall be electronically notified
5. List of successful bidders from the registration process shall be published in the PEs website



**Figure 13: Notification of Award**

### 1.3.11 Framework Agreements and Contracts

Framework Agreements are entered into through an open tender process with one or more bidders and can be implemented in the following two approaches:

- i. By awarding specific contracts where PEs can place orders to the lowest evaluated bidder or;
- ii. Carrying out subsequent mini-competition in the event that not all terms were laid down precisely in the original agreement.

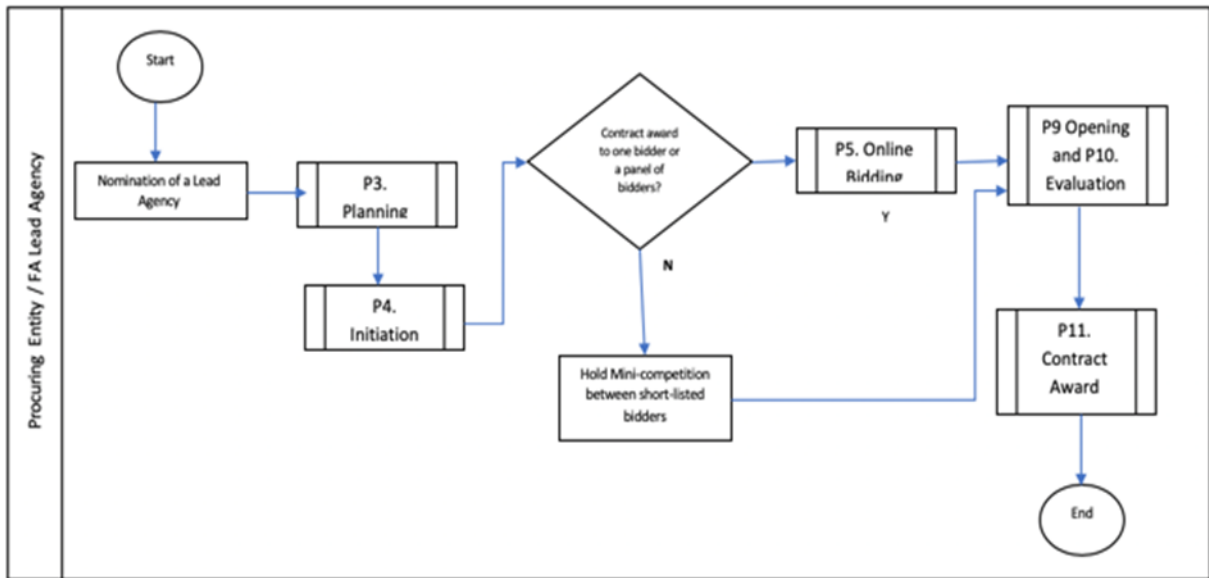
A procurement agency is responsible for the Framework Agreement, but following the principle of transparency, the PEs that are party to the agreement and consequently are allowed to make contract-orders must be listed in the notices, in the contract documents, and in the framework agreements. All bidders that are part of the agreement must be listed in the agreement.

It is critical to clearly define rules, procedures, roles and responsibilities of Procurement Agencies, and participating PEs before implementing e-Framework Agreements. The e-GP system shall support various types of Framework Agreements e.g. with one supplier or multiple suppliers.

**Table 15: Process Description for Framework Agreements**

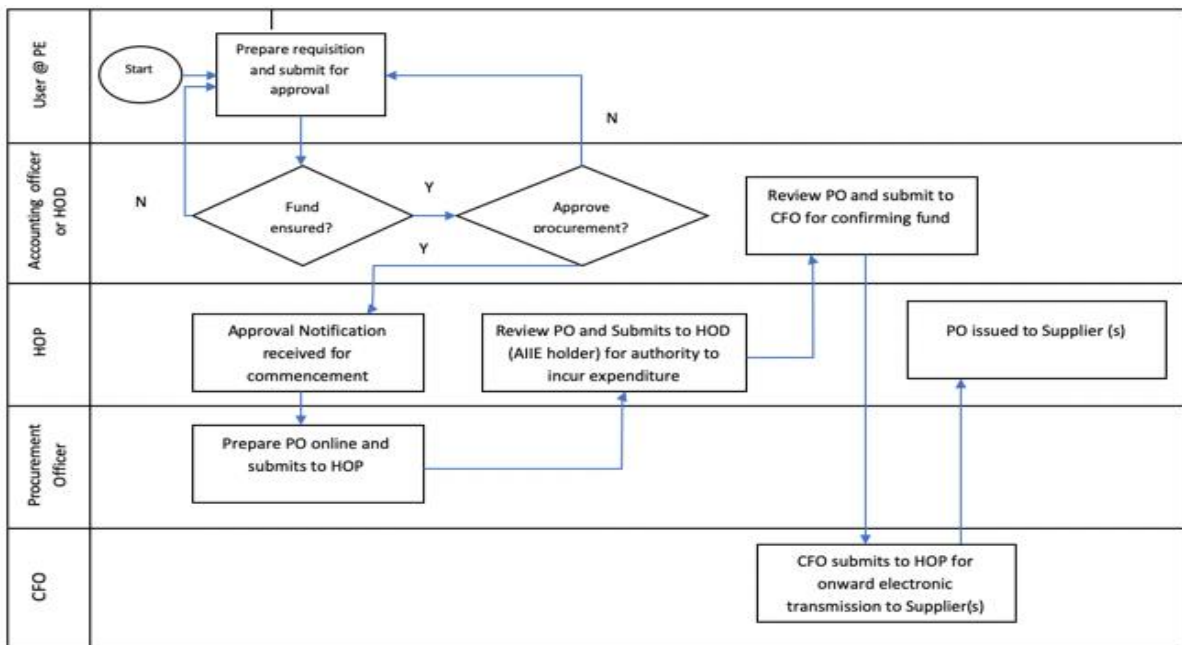
Process name	Framework Agreements
Process objective	To procure goods and services using framework agreement.
Pre-conditions/ Business rules	<ul style="list-style-type: none"> <li>• Approved Framework Agreements</li> <li>• Updated e-Catalogue for identified items (as and when implemented)</li> <li>• Nomination of Procurement Agency for concluding and maintaining the FAs</li> </ul>
Actors	<ul style="list-style-type: none"> <li>• PE e-GP User</li> <li>• Procurement agency</li> <li>• Ad hoc evaluation committees</li> <li>• Bidder (s)</li> </ul>
Process inputs	<ul style="list-style-type: none"> <li>• Approved Procurement Plan</li> <li>• Approved Framework Agreement</li> <li>• e-catalogue</li> </ul>
Process steps	<p><b>Call off procedure</b></p> <ol style="list-style-type: none"> <li>1. A user shall initiate a procurement by preparing a requisition with quantities required.</li> <li>2. The user electronically submits the requisition to the Accounting Officer or Head of Department where applicable as stipulated in the threshold matrix.</li> <li>3. Electronic approval of Requisition by Accounting officer or HOD. (System should ensure ring fencing of funds after approval of the request to initiate a procurement).</li> <li>4. Where the requisition is approved by HOD the Accounting officer must be</li> </ol>

Process name	Framework Agreements
	<p>notified electronically.</p> <ol style="list-style-type: none"> <li>Once the requisition is approved by the HOD or Accounting Officer the Head of Procurement is notified electronically to commence procurement process.</li> <li>Procurement officer prepares PO online and submits to HOP for review.</li> <li>HOP electronically submits the PO to AIE holder (HOD) for authority to incur expenditure.</li> <li>AIE holder electronically submits the PO to CFO to confirm availability of funds.</li> <li>CFO electronically submits to HOP for onward electronic transmission to supplier(s)</li> </ol> <p><b>Mini - Competition</b></p> <ol style="list-style-type: none"> <li>A user shall initiate a procurement by preparing a requisition with quantities required.</li> <li>The user electronically submits the requisition to the Accounting Officer or Head of Department where applicable as stipulated in the threshold matrix.</li> <li>Electronic approval of Requisition by Accounting officer or HOD. (System should ensure ring fencing of funds after approval of the request to initiate a procurement).</li> <li>Where the requisition is approved by HOD the Accounting officer must be notified electronically.</li> <li>Once the requisition is approved by the HOD or Accounting Officer the Head of Procurement is notified electronically to commence procurement process.</li> <li>Request for quotation or restricted tender processing to follow processes outlined in Table 8,10-14</li> <li>Procurement officer prepares PO online and submits to HOP for review.</li> <li>HOP electronically submits the PO to AIE holder (HOD) for authority to incur expenditure.</li> <li>AIE holder electronically submits the PO to CFO to confirm availability of funds.</li> <li>CFO electronically submits to HOP for onward electronic transmission to supplier(s)</li> </ol>
Process outputs	Final signed Framework Agreement
Time Frame	30 days
Process steps	<p>It follows the open bidding procedure, but the selection of winner could be one or more suppliers.</p> <p>FA is signed with one or more bidders.</p> <p>In case of more than one bidder, a mini-competition is conducted to issues the call-off order. Mini-competition could be in the form of e-Quotation or e-reverse auction.</p>
Process Reengineering recommendations	Integration with IFMIS for commitment of PO.

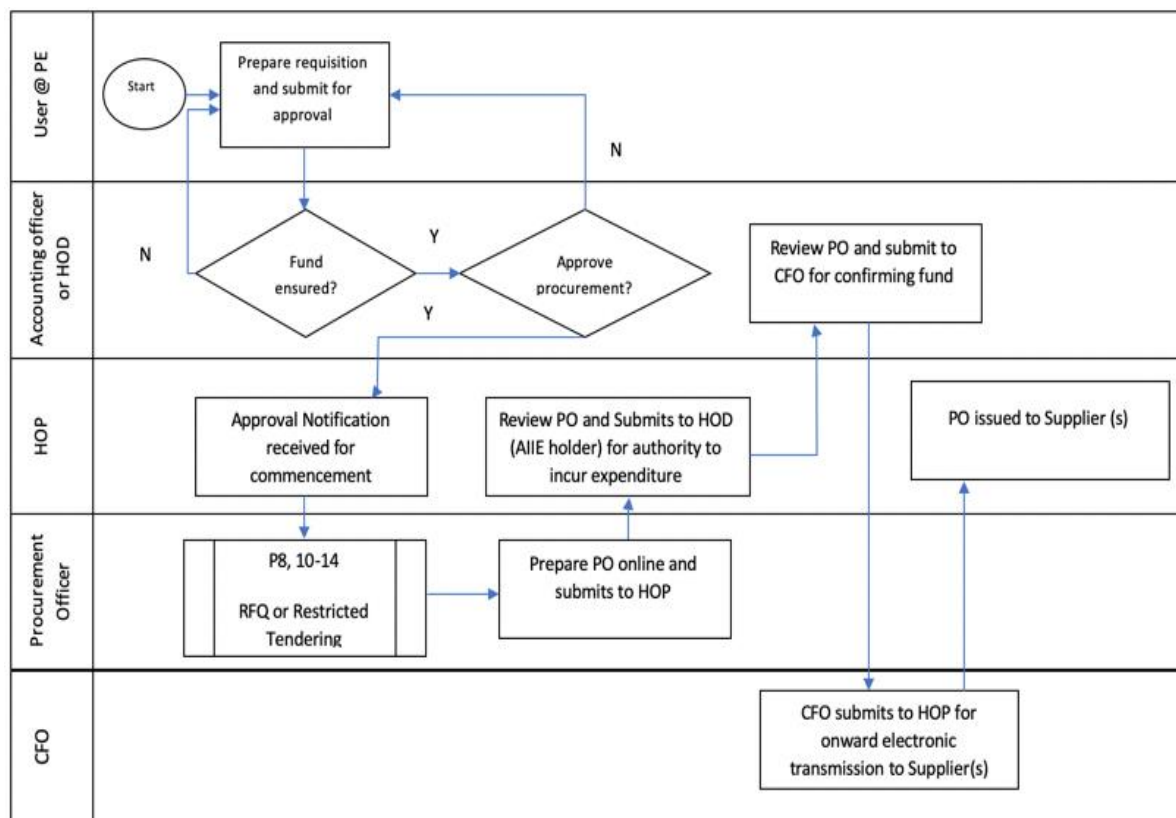


**Figure 14: Framework Agreements Process**

### Call off Procedure



## Mini-Competition



### 2.3.12 Asset Disposal Process

This module shall facilitate the disposal of unserviceable, obsolescent, obsolete or surplus assets in the e-GP System.

**Table 16: Asset Disposal Process**

Process Name	Asset Disposal
Process Objective	Disposal of unserviceable, obsolescent, obsolete or surplus assets
Pre-Conditions and Business Rules	<ul style="list-style-type: none"> <li>Approved Disposal plan</li> </ul>
Actors	<ul style="list-style-type: none"> <li>Accounting Officer of Disposing Unit</li> <li>Accounting Officer of Receiving Unit where applicable</li> <li>Head of procurement</li> <li>Disposal committee</li> <li>Evaluation committee</li> <li>Stores Officer</li> </ul>
Process Input	<ul style="list-style-type: none"> <li>Details of assets/other items to be disposed of</li> </ul>

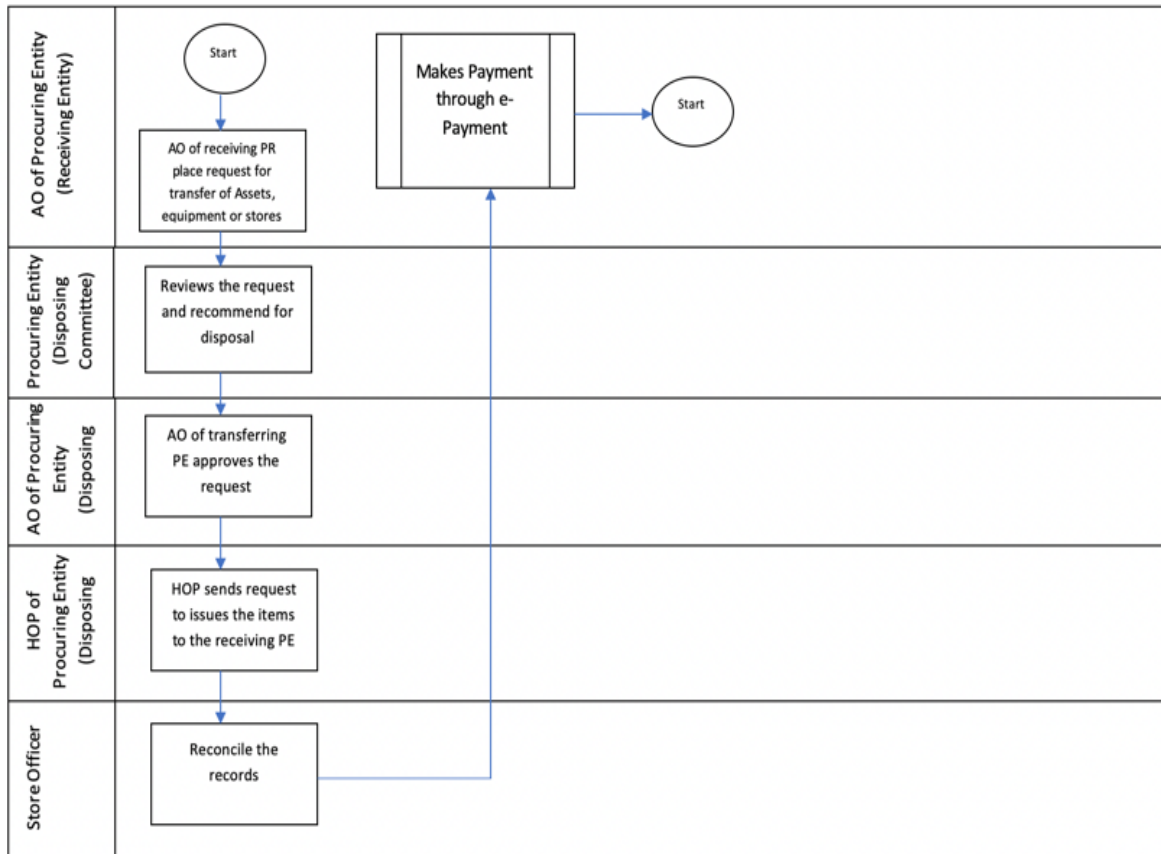
	<ul style="list-style-type: none"> <li>• Reserve price</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Publication of Contract Award</li> <li>• Signed Contract</li> <li>• Assets disposed off</li> </ul>
<b>Timeframe</b>	Dependent on the disposal method selected
<b>Disposal Process Steps</b>	<p><b><u>Sale by public Entity</u></b></p> <p>The process for disposal shall be conducted in accordance with the rules and procedures as set out in Section 74 to 87 of the PPADA,2015. The electronic process of disposal by open tender shall be as prescribed in <i>Table 11</i></p> <p>Transfer to another public entity pursuant to provisions of Regulation 182</p> <ol style="list-style-type: none"> <li>6. The AO of receiving PE will electronically place a request to the AO of the transferring PE for transfer of assets, equipment or stores.</li> <li>7. The AO of the transferring PE will electronically approve the request as per recommendations of the disposal committee.</li> <li>8. The HoP shall electronically request the stores officer to issue the items to the receiving PE.</li> <li>9. The stores officer shall reconcile the records accordingly.</li> <li>10. The receiving PE shall make payment to the transferring PE where applicable.</li> </ol> <p><b><u>Trade-in pursuant to provisions of Regulation 197 to 200</u></b></p> <ol style="list-style-type: none"> <li>5. The user department shall justify the use of the trade-in disposal procedure and electronically submit its recommendations to the accounting officer for approval through the head of procurement function.</li> <li>6. Once the requisition is approved by the Accounting Officer the Head of Procurement is notified electronically to commence trade-in disposal process</li> <li>7. The PE identifies the party/supplier through open tender/request for quotation/direct procurement as appropriate. The procedure is as described in <i>Tables 8,10,11,12,13 and 14</i> and following provisions of Regulation 200</li> <li>8. The items are traded in after contract award.</li> </ol> <p><b><u>Sale by auction</u></b></p> <ol style="list-style-type: none"> <li>10. The procuring entity shall electronically invite bids through a</li> <li>11. publication of an announcement of auction sale for a minimum period of fourteen (14) days.</li> </ol>

	<p>12. An auction notice shall include the following—</p> <p>(a) the name, address and contact details of a procuring entity;</p> <p>(b) the nature of the disposal requirement, including the</p> <p>13. description and quantity of stores, assets and equipment. The PE through the e-GP system should provide a link to a window with additional details of the items being disposed. This may include photos; the location and timetable for disposing of the stores, assets and equipment; a statement of any key eligibility requirements to participate in the auction sale, such as official identification paper for individuals (KRA PIN), company registration, cash or bank draft, evidence of qualification to dispose of the stores, assets or equipment in the context of public health and safety and environmental protection; instructions on the location and time of the auction; and name and address of the auctioneer contracted</p> <p>14. Interested bidders shall electronically express interest to participate in the auction and pay a deposit through the e-payment module.</p> <p>15. Interested bidders shall be sent a link on the day of the auction to access and participate in the auctioneering process in the system.</p> <p>16. Interested bidders shall participate in the electronic auction by continuously updating their bids for the duration of the e-auction. The system shall display the real time bids for all bidders.</p> <p>17. The system shall have a timer to allow interested bidders to provide a counter offer within the duration of the e-auction. After expiry of the timer the prevailing bid shall be deemed to be the highest.</p> <p>18. The successful bidders in the e- auction shall be given a period of at least fourteen days from the date of the e- auction to electronically pay for the items and take possession of them and remove them from the procuring entity's premises. Where the successful bidder fails to meet the aforementioned requirements the bidder shall forfeit the bid deposit and the items may be offered to the second highest bidder.</p> <p>19. The HoP shall electronically request the stores officer to issue the items to the successful bidder.</p> <p>20. The stores officer shall reconcile the records accordingly.</p> <p><b><u>Waste disposal management</u></b></p> <p>5. The disposal committee shall justify the use of waste disposal management and electronically submit its recommendations to the</p>
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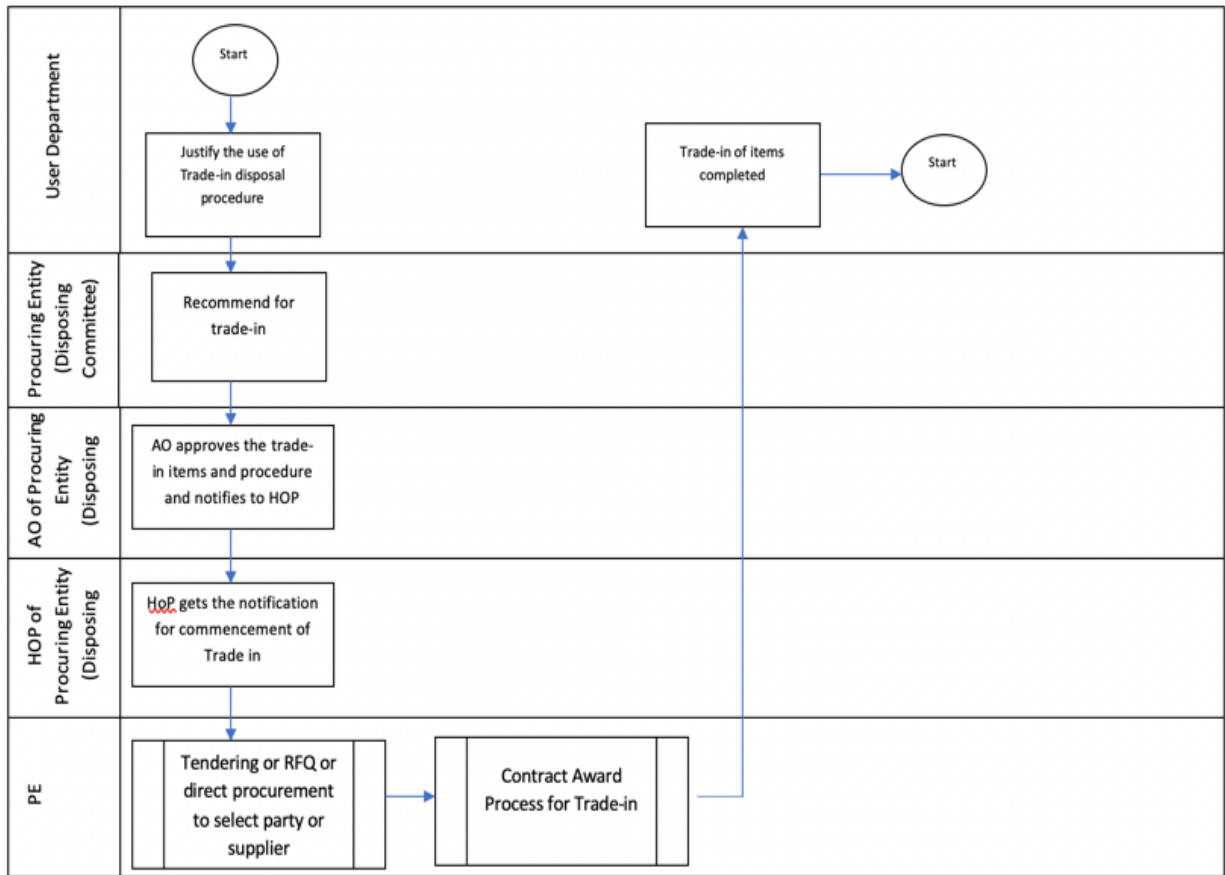


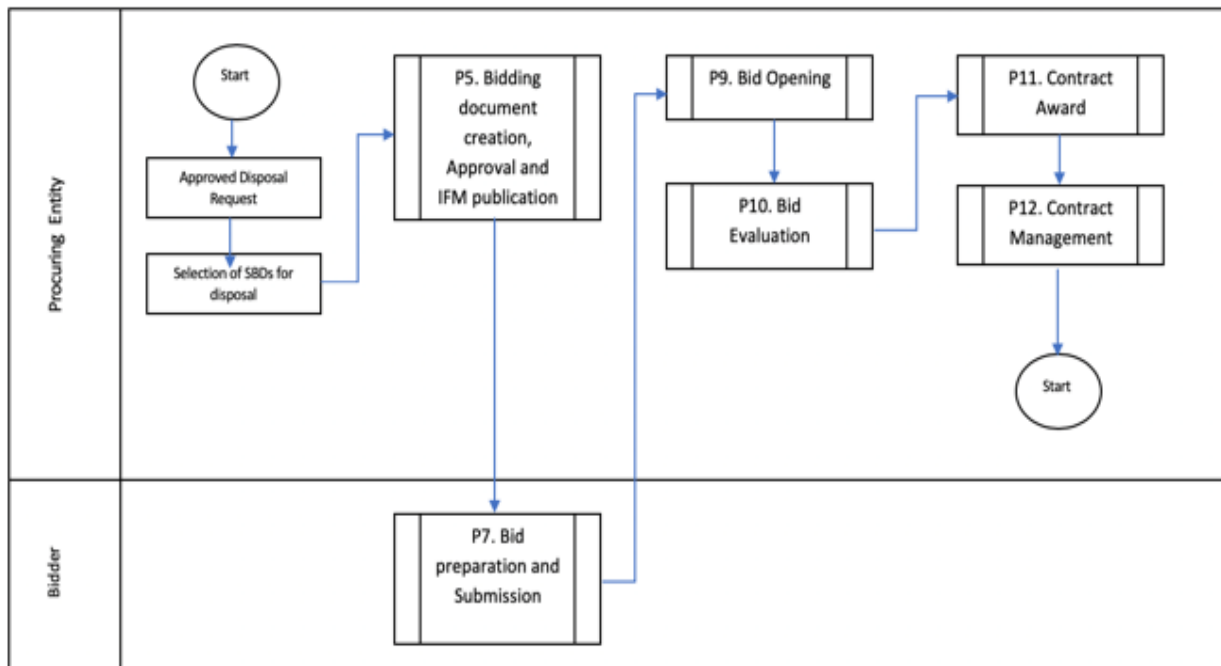
	<p>accounting officer for approval through the head of procurement function.</p> <ol style="list-style-type: none"> <li>6. Once the requisition is approved by the Accounting Officer the Head of Procurement is notified electronically to commence the procurement process for waste disposal management services.</li> <li>7. A PE shall electronically procure waste disposal management services as per the description in Regulation 187 and 194</li> <li>8. The items are disposed after contract award.</li> </ol> <p><b><u>Disposal to Employees</u></b></p> <ol style="list-style-type: none"> <li>1. Employees of a public entity are allowed to participate in disposal processes through public tender and auction provided the employee is not directly involved in the disposal proceeding.</li> <li>2. Disposal to an employee shall be reported by an AO of a procuring entity to the Authority within thirty days of the disposal.</li> </ol>
<b>Alternative actions</b>	None
<b>Recommendations for BPR</b>	Use of e-Auction for the disposal should be agreed upon.

#### **Disposal - Sale by Public Entity**



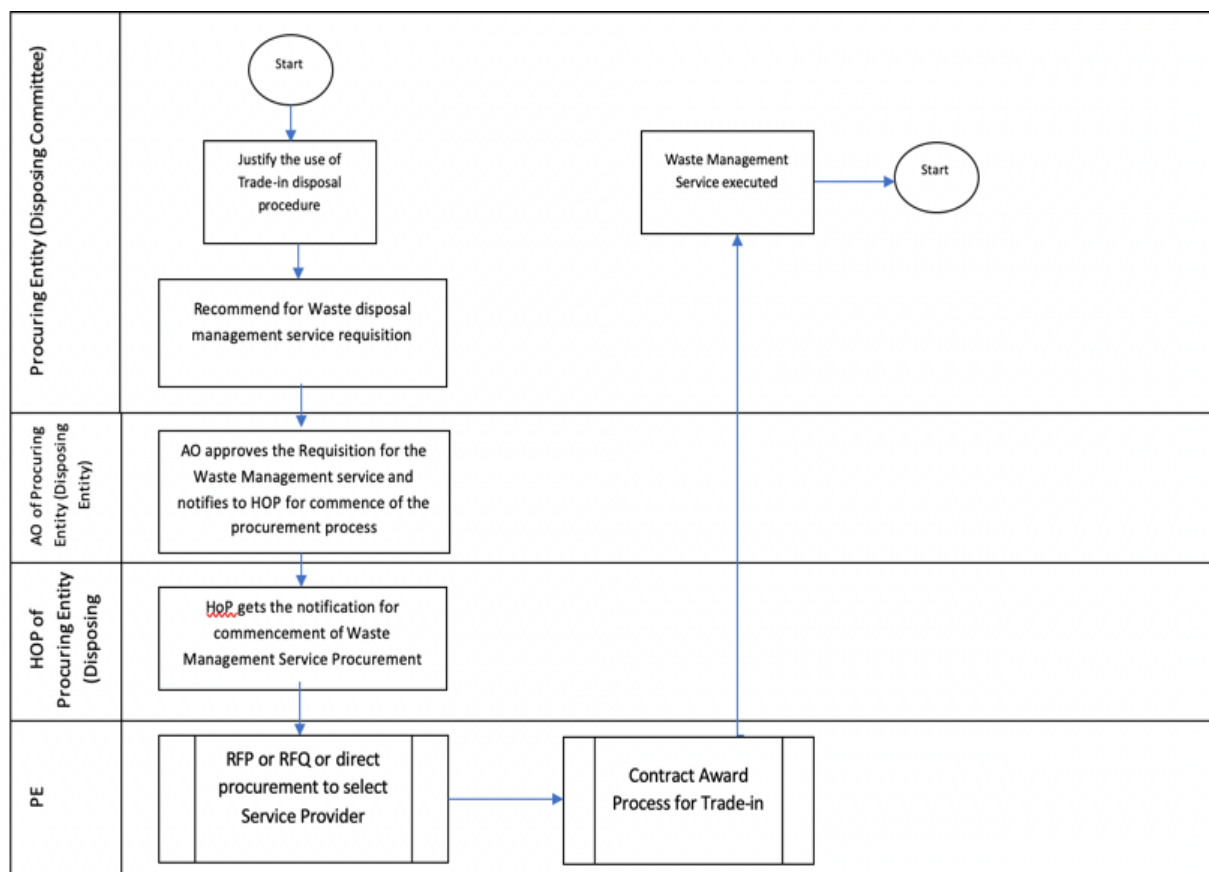
## Disposal – Trade-in Procedure





**Figure 15: Asset Disposal**

## Disposal – Waste Management Service



### **2.3.13 Contract Management Process**

Contract Management deals with procurement activities after the signing of a contract. The contract management functionality in the e-GP system shall facilitate monitoring and management of contract execution by the selected provider and generally meeting of contract obligations by both parties to the contract.

This includes tracking of milestones, ensuring quality of delivery, processing related payments and general contract administration. The e-GP System will support the following functionalities for contract management:

- Providing specifications, contract terms and conditions including the delivery schedule/work plans.
- Preparation and submission of contract management plan
- Facilitating instant availability of information on contract terms and conditions, payment conditions, penalties and remedial action, etc.
- Monitoring contractor performance vis-à-vis the delivery schedule/performance plan.
- Generating pre-inspection reports for goods.
- Managing contract change orders and amendments
- Generation of contract performance progress reports
- Recording of provider/contract manager or PE meeting minutes
- Capturing key issues or challenges affecting contract execution and actions taken or recommended
- Managing payments to providers.
- Generating contractor performance reports.
- Preparing of End of Activity Reports, completion report, inspection and quality reports of works before each payment.
- Recommending the termination of non-performing contracts.
- Tracking of contracts through various stages i.e. open, active, completed, terminated, etc.
- Maintaining a central repository of all contract information including, contract status, contractor performance, contracted parties, contract period, goods, works or service covered, and contact person(s)

- Maintaining of all reports/audit trails as required for audit purposes.
- Publishing of contracts as required by Executive Order No. 2 of 2018 on Public Procurement of Goods, Works and Services.

**Table 17: Process Description for Contract Management**

<b>Process Name</b>	<b>Contract Management</b>
<b>Process Objective</b>	<ul style="list-style-type: none"> <li>• Ensure successful implementation of procurement contracts.</li> </ul>
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Signed Contract by both parties</li> <li>• Submission of Performance Security</li> <li>• Submission of Advance Payment Security Guarantee</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Contractor</li> <li>• Contract Implementation team</li> <li>• Head of Procurement Unit</li> <li>• Accounting Officer</li> <li>• Inspection and Acceptance committee</li> </ul>
<b>Process Input</b>	<ul style="list-style-type: none"> <li>• Signed Contract</li> <li>• Performance Security</li> <li>• Advance Payment Security Guarantee</li> <li>• Purchase/Service Order</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• • Completion certificate for Contract Closure, Inspection and acceptance certificate, Completion report/certificate</li> <li>• • Progress reports</li> <li>• Release of Performance Security</li> <li>• Release of Advance Payment Security Guarantee</li> </ul>
<b>Timeframe</b>	Dependent on contract agreement duration
<b>Process</b>	<p><b><u>Appointment of Contract Implementation Committee for Complex and Specialized Contracts/ Ad-hoc Inspection and Acceptance Committee</u></b></p> <ol style="list-style-type: none"> <li>1. HOP nominates contract implementation/ ad-hoc inspection and acceptance committee and submits proposed names to Accounting Officer for appointment.</li> <li>2. Accounting Officer electronically appoints the contract</li> </ol>

	<p>implementation/ ad-hoc inspection and acceptance committee</p> <ol style="list-style-type: none"> <li>3. The Head of Procurement assigns roles and responsibilities to the contract implementation/ ad-hoc inspection and acceptance committee.</li> <li>4. The system communicates to members of the contract implementation/ ad-hoc inspection and acceptance committee through email and sms of their appointment and give them access to the e-GP system.</li> <li>5. The contract implementation/ ad-hoc inspection and acceptance committee shall access the system for the duration of the contract.</li> </ol> <p><b><u>Advance payment</u></b></p> <ol style="list-style-type: none"> <li>1. Contractor applies for advance payment in e-GP system (not exceeding 20% the value of contract) template.</li> <li>2. The procuring entity acknowledges receipt of request.</li> <li>3. Contractor's bank submits the advanced payment security guarantee to the PE (on instructions from the contractor done outside the e-GP system).</li> <li>4. The HoP will acknowledge receipt of advance payment security guarantee and electronic submit the advance payment request to the Accounting Officer.</li> <li>5. AO receives the advanced payment security guarantee and issues instructions to HoP for processing of advance payment by approving the application from the contractor.</li> <li>6. Once the Accounting Officer approves the request they will communicate to Accounts Unit to process payment through the e-payment module. HoP and Head of user department will receive notification of the approval.</li> </ol> <p><b><u>Works/ Services and Consultancy Services Contract Management</u></b></p> <ol style="list-style-type: none"> <li>1. HoP electronically issues order (template) to contractor to commence works. Contract implementation/ ad-hoc inspection and acceptance committee should be notified (sms/email)</li> <li>2. Contactor should acknowledge receipt of order</li> <li>3. Contractor to electronically request for inspection of works/consultancy report and submit an invoice for completed works/services. The HoP shall electronically communicate the request to contract implementation / ad-hoc inspection and acceptance committee of the request.</li> <li>4. Contract implementation/ ad-hoc inspection and</li> </ol>
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	<p>acceptance committee shall prepare online the inspection report indicating whether they accept or reject the works/consultancy report and also issue interim/completion certificate where applicable. System to provide functionality for uploading additional attachments where necessary.</p> <ol style="list-style-type: none"> <li>Contract implementation/ ad-hoc inspection and acceptance committee shall electronically submit the approved inspection report to HoP.</li> <li>HoP shall electronically submit the invoice and inspection report to Accounting Unit for payment.</li> <li>In the case where the Contract implementation/ ad-hoc inspection and acceptance committee rejects the works or services provided the HoP shall electronically communicate to the contractor on the areas to be rectified.</li> <li>System should track contract execution and automatically deactivate an expired contract.</li> </ol> <p><b><u>Goods Contract Management</u></b></p> <ol style="list-style-type: none"> <li>Supplier shall deliver the goods and electronically submit an invoice and delivery note and request for inspection</li> <li>The HoP shall electronically communicate the request to contract implementation committee/ad-hoc inspection and acceptance committee of the request.</li> <li>Contract implementation/ ad-hoc inspection and acceptance committee shall prepare online the inspection report indicating whether they accept or reject the goods and also an inspection certificate where applicable. System to provide functionality for attachments where necessary.</li> <li>Contract implementation/ ad-hoc inspection and acceptance committee shall electronically submit the signed inspection report to HoP. <b>(template required)</b></li> <li>The HoP shall electronically submit the PO, invoice, delivery note and inspection report to Accounting Unit to process payment.</li> <li>In the case where the Contract implementation/ ad-hoc inspection and acceptance committee rejects the goods the HoP shall electronically communicate to the supplier of the decision.</li> <li>System should track contract execution and automatically deactivate an expired contract.</li> </ol> <p><b><u>Contract Amendment/Variation/Termination pursuant to provisions of Section 139,153 of the PPADA,2015 and Regulations</u></b></p>
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	<p><b><u>Initiated by PE</u></b></p> <ol style="list-style-type: none"> <li>1. The Head of user department shall electronically request for contract amendment/variation/termination to the Accounting Officer through HoP with relevant justification. System to provide functionality for attachments where necessary. Template required.</li> <li>2. The HoP shall electronically communicate the request to contract implementation committee/evaluation committee depending on nature of contract pursuant to Regulation 132. The HoP where applicable shall re-activate the responsibilities of the evaluation committee on the e-GP system with a notification of the AO.</li> <li>3. Contract implementation committee/evaluation committee shall electronically submit their recommendations pursuant to provisions of Section 151 (2) of the PPADA,2015 to the AO through HoP for professional opinion. System to allow for request for clarifications.</li> <li>4. The Accounting Officer may either approve or reject the request for contract amendment/variation/termination. System to allow for request for clarifications.</li> <li>5. For contracts above Kshs 5 Billion the AO shall electronically submit the request for contract amendment /variation/termination to the Attorney General for review and clearance. System to allow for request for clarifications.</li> <li>6. The AG shall electronically communicate the clearance for contract amendment/variation/termination to the AO of the relevant PE.</li> <li>7. If the AO shall electronically communicate the decision to the HoP and head of user department.</li> <li>8. If the AO approved the request for contract amendment/variation/termination the HoP shall electronically notify the contractor/service provider as well as the contract implementation committee/evaluation committee where applicable.</li> <li>9. The contractor/service provider will acknowledge receipt and confirm whether they are in concurrence.</li> <li>10. The contractor/service provider shall electronically communicate their decision to HoP.</li> <li>11. The contractor/service provider shall electronically</li> </ol>
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	<p>communicate their decision to HoP.</p> <p>12. If the contractor accepts (does not apply for contract termination) the contract amendment /variation. HoP shall prepare an addendum and electronically submit to by the AO for approval. Template required.</p> <p>13. The AO shall approve and electronically submit to the HoP who shall effect the changes in the e-GP system and electronically notify the Head of user department, Contract implementation /ad-hoc inspection and acceptance committee, Accounts Unit and contractor/service provider.</p> <p>14. If the contractor/service provider does not accept contract termination</p> <p>15. The HoP shall electronically report the contract amendment/variation/termination to PPRA (template).</p> <p><b><u>Initiated by Supplier/Service Provider</u></b></p> <p>1. The contractor/service provider shall electronically request PE for contract amendment/variation with relevant justification. System to provide functionality for attachments where necessary. Template required</p> <p>2. The HoP shall electronically communicate the request to contract implementation committee/evaluation committee depending on nature of contract pursuant to Regulation 132. The HoP where applicable shall re-activate the responsibilities of the evaluation committee on the e-GP system with a notification of the AO.</p> <p>3. Contract implementation committee/evaluation committee shall electronically submit their recommendations pursuant to provisions of Section 151 (2) of the PPADA,2015 to the AO through HoP for professional opinion System to allow for request for clarifications.</p> <p>4. The Accounting Officer may either approve or reject the request for contract amendment/variation. System to allow for request for clarifications.</p> <p>5. For contracts above Kshs 5 Billion the AO shall electronically submit the request for contract amendment /variation to the Attorney General for review and clearance. System to allow for request for clarifications.</p> <p>6. The AG shall electronically communicate the clearance for contract amendment/variation to the AO of the relevant PE</p> <p>7. If the AO shall electronically communicate the decision to the HoP and head of user department.</p> <p>8. If the AO approved the request for contract amendment/variation the HoP shall electronically notify the contractor/service provider as well as the Contract implementation committee/evaluation committee.</p> <p>9. The contractor/service provider will acknowledge receipt and confirm whether they are in concurrence.</p>
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	<p>10. The contractor/service provider shall electronically communicate their decision to HoP.</p> <p>11. If the contractor accepts the contract amendment /variation the HoP shall prepare an addendum and electronically submit to by the AO for approval. Template required.</p> <p>12. The AO shall approve and electronically submit to the HoP who shall effect the changes in the e-GP system and electronically notify the Head of user department, Contract implementation /ad-hoc inspection and acceptance committee, Accounts Unit and contractor/service provider.</p> <p>13. The HoP shall electronically report the contract amendment/variation to PPRA (template)</p> <p>14. The above process shall also apply in the case of request for interest on overdue amounts.</p> <p><b><u>Forfeiture of Performance Security /Advance Payment Guarantee Security</u></b></p> <p>3. In the event that the contractor/service provider fails to perform their contractual obligations the (HoP) shall electronically inform the contractor/service provider and issuing financial institution of their intention to encash the performance security/advance payment guarantee security.</p> <p>4. The financial institution shall proceed with the forfeiting process through the e-payment module where the funds shall be received as in Appropriation in Aid.</p> <p><b><u>Extension/Release of Performance Security/Advance Payment Guarantee Security</u></b></p> <p>3. The e-GP system shall automatically notify the HoP and contractor/service provider's that the performance Security/Advance Payment Guarantee is due for expiry or extension.</p> <p>4. If the Performance Security/Advance Payment Guarantee Security is not due for extension the HoP shall prompt the e-GP system to release the securities.</p> <p><b><u>Dispute Resolution in Contract Management</u></b></p> <p>4. In the event that there is a dispute between the parties to a contract the HoP will indicate in the e-GP system of existence of a dispute this will result in halting of the contract execution until the dispute is resolved.</p> <p>5. The AO, Head of user department, Contract implementation /ad-hoc inspection and acceptance committee, Accounts Unit will be electronically notified of the dispute.</p> <p>6. When the dispute is resolved the HoP will indicate in the e-</p>
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	GP system and contract execution will resume.
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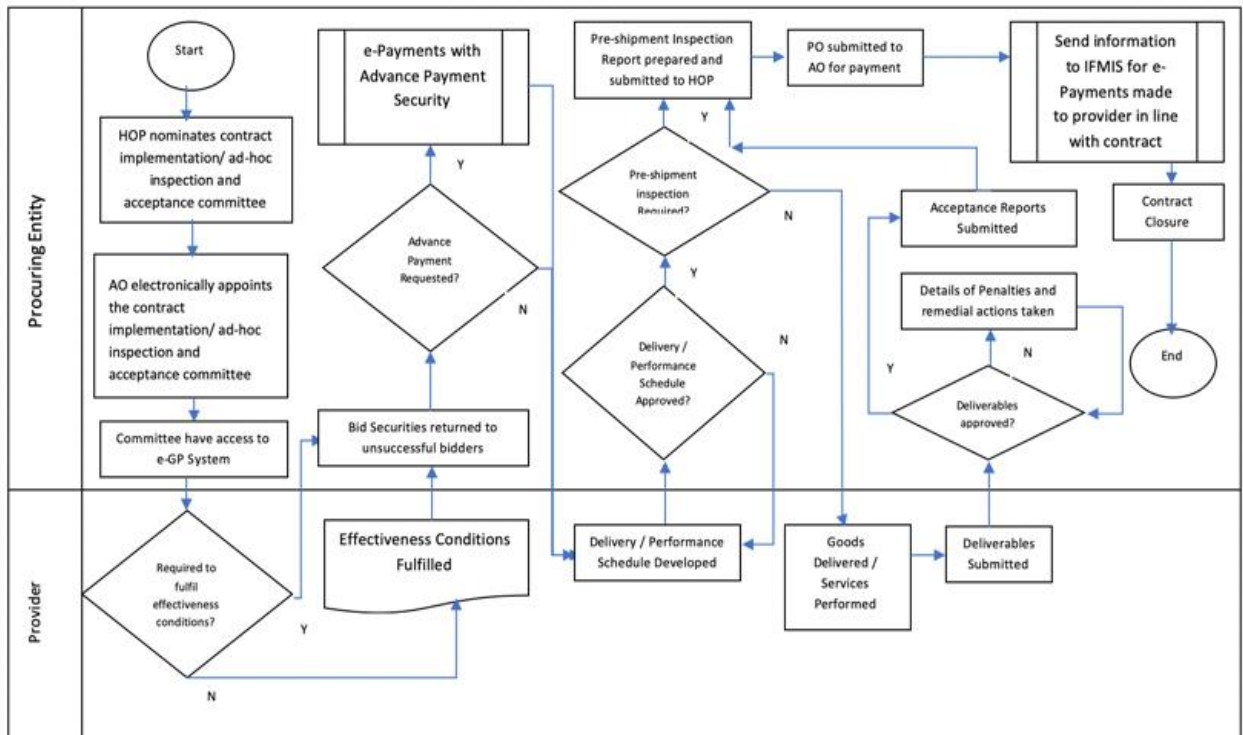


Figure 16: Contract Management – Goods/ Services

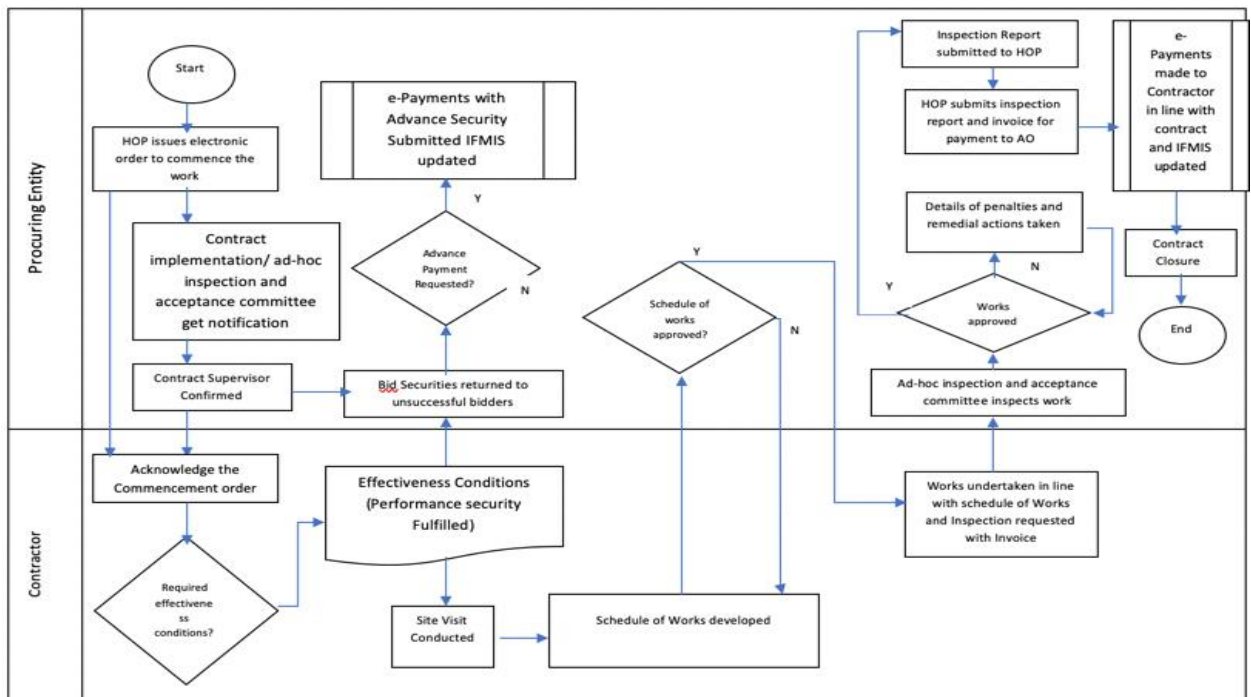


Figure 17: Contract Management – Works and Services

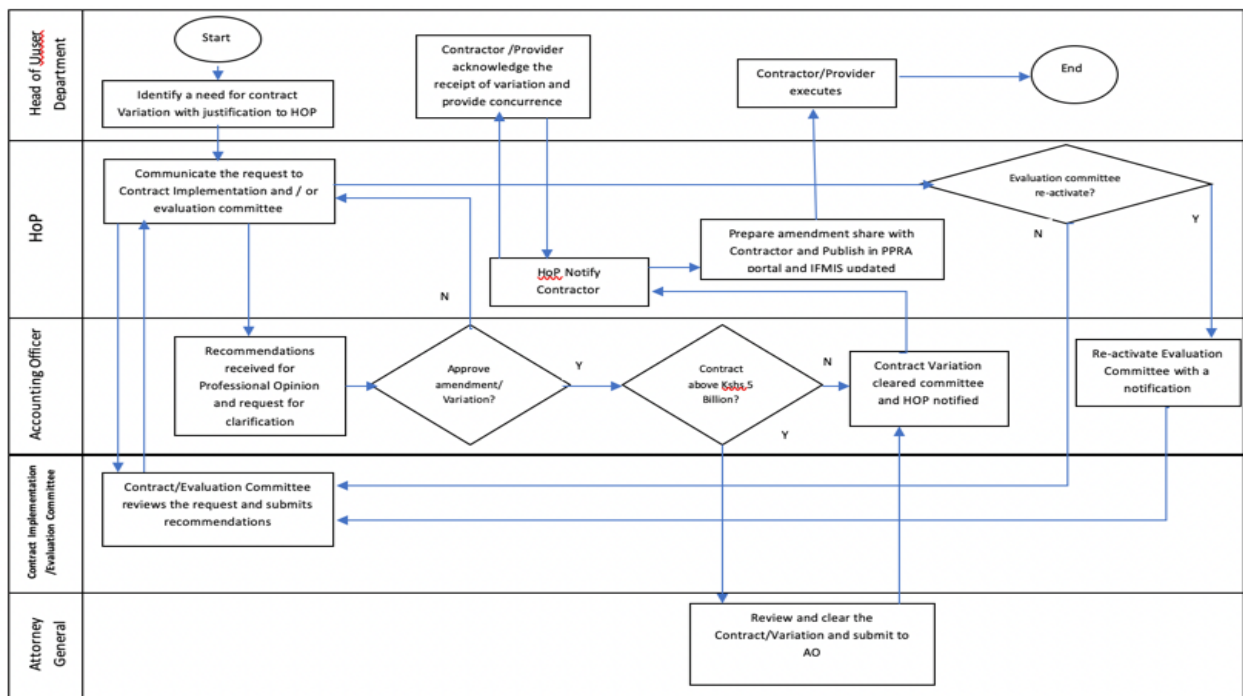


Figure 18: Contract Management – Change Orders (PE Initiated)

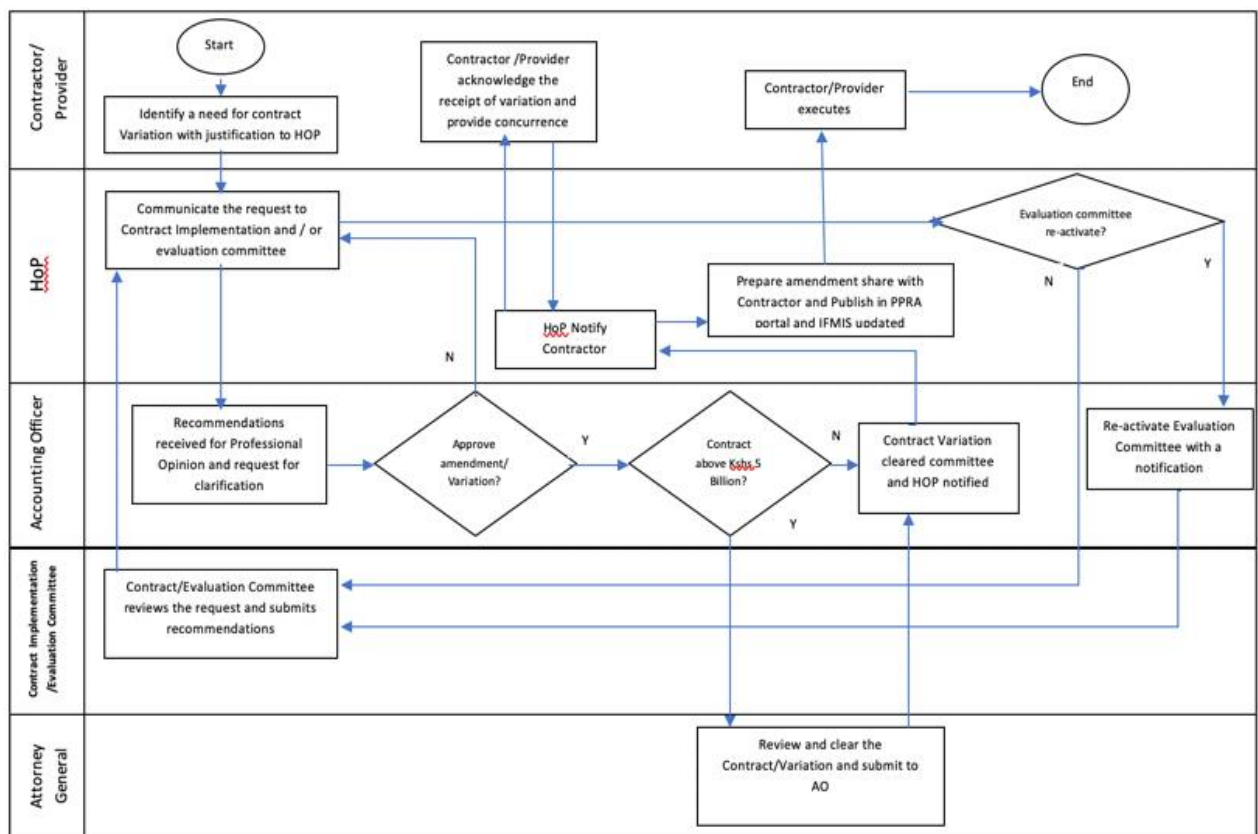


Figure 19: Contract Management – Contract Amendments (Provider Initiated)

#### 4.3.14 E-Payment Process

The e-GP system shall have an in-built e-payment module. The e-Payment module shall provide for both online and mobile payments. E-payment may be configured at the following stages in the procurement and disposal process:

- Registration Process- for basic procurement services and value-added services such as notifications.
- Purchase of bidding documents.
- Submission of bid or performance bonds/bid security.
- Payment upon submission of Bid document/ EOI/ Pre-qualification document.
- Forfeiture of Bid/Performance Securities.
- Payment of Advance payment guarantee.
- Payment to providers during contract execution against delivery schedules and payment milestones.
- Payments for initiation of administrative review.

The payment milestones shall be configurable in the e-GP system and be subject to policy decisions by The National Treasury.

The e-GP System shall provide for following methods through which payment can be made either to or from a procuring entity to bidders/ providers:

- usage of international payment gateways; and
- Internet banking
- Manual payment instruction processing through bank branch
- Mobile Payments

For the e-Payment module to achieve its intended objectives, each stakeholder shall adhere to a set of guiding principles. The table below defines the stakeholder and their respective roles and responsibility in an e-Payment context:

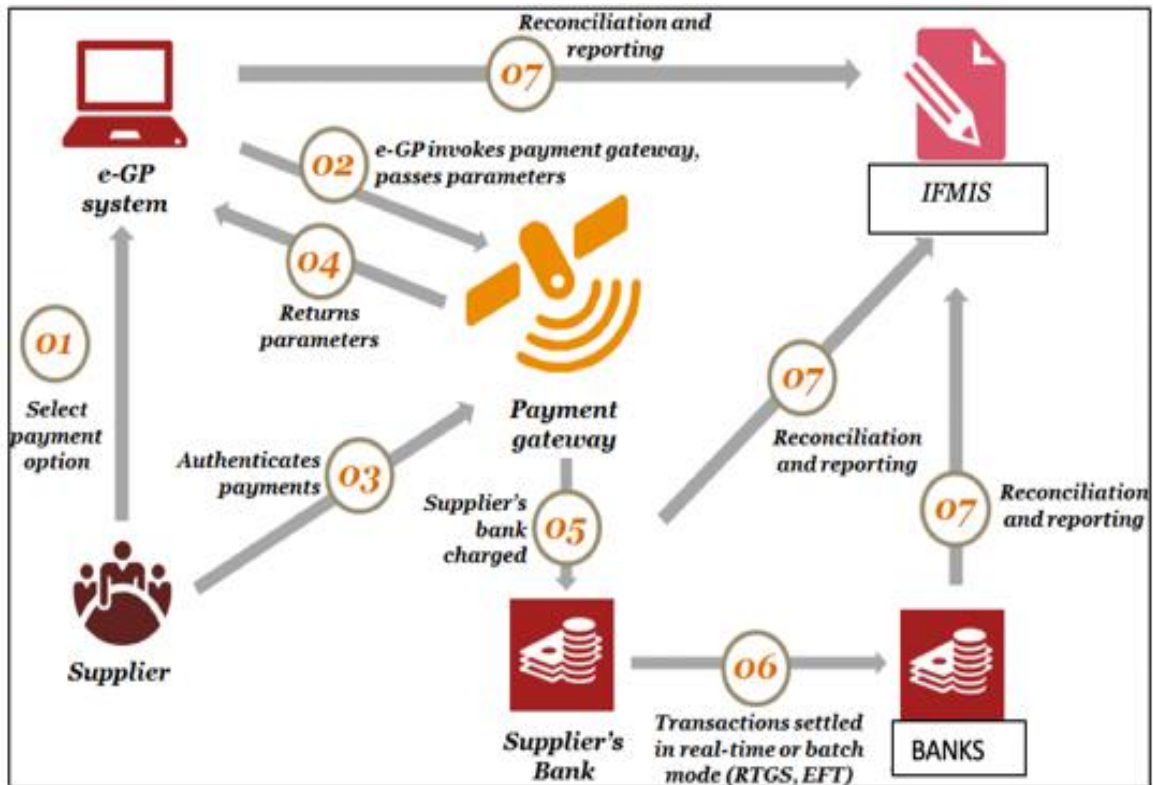
**Table 18: Roles and Responsibilities of Each Party in the Payment Process**

Stakeholder	Roles	Responsibilities
e-GP system vendor	Provide an e-GP System on an electronic platform that is integrated with the payment service provider.	<ul style="list-style-type: none"><li>• Configure payment/ refund milestones throughout the procurement and disposal process – which can be enabled or disabled as per PPAD Act, 2015 Regulations and Guidelines.</li><li>• Provide the correct trigger point for payment gateway.</li><li>• Security mechanism to avoid tampering with payment/ refund amount.</li><li>• Automatic update of details of transaction and the status of transaction upon successful or rejected payment.</li></ul>

Stakeholder	Roles	Responsibilities
		<ul style="list-style-type: none"> <li>• Generation of receipt of payment with unique number (RTGS).</li> <li>• Manage status for payment/ refunds transaction for hold, refund, successful transaction.</li> <li>• Generation of reports based on system user requirements (PE or Bidder)</li> <li>• History of transactions</li> </ul>
<b>e-Payment Integrator service provider</b>	<ul style="list-style-type: none"> <li>• Act as a link between the bank and e-GP system vendor</li> </ul>	<ul style="list-style-type: none"> <li>• Provide the internet banking/Credit Card/Debit Card facility/mobile payment service.</li> <li>• Validate transaction details.</li> <li>• Reject transaction in case of any anomaly such as incorrect bank account details.</li> <li>• Provide status of the transaction and verification to bank as well as e-GP system.</li> <li>• Maintain confidentiality of bidder/provider financial information.</li> <li>• Provide assistance to install web services required for verification and handling exceptions.</li> <li>• 24/7 support with dedicated help desk and single point contact.</li> </ul>
<b>Bidder/ Provider</b>	<ul style="list-style-type: none"> <li>• Settlement of payment according to the payment milestones configured on the e-GP system</li> </ul>	<ul style="list-style-type: none"> <li>• Verification of amount entered for payment / refund to avoid incorrect / erroneous transactions</li> <li>• Verification of Bank Details for Payment / refund</li> </ul>
<b>Bank/ Financial Institution</b>	<ul style="list-style-type: none"> <li>• Act as a banker</li> </ul>	<ul style="list-style-type: none"> <li>• Provide e-GP system vendor a mechanism for event-based transactions and update of records.</li> <li>• Collect payments and process refunds as per instructions.</li> <li>• Notify all stakeholders of any imminent changes in the payment process.</li> <li>• Maintain confidentiality of bidder/provider financial information.</li> <li>• Provide notifications related to payment movements to stakeholders involved in payment process such as bidders/service providers, PE, amongst others</li> </ul>



Stakeholder	Roles	Responsibilities
		<ul style="list-style-type: none"> <li>24/7 support with dedicated help desk and single point contact.</li> </ul>



Financial

Transaction

Process

(Indicative)

### 4.3.15 Complaints Handling Process

This module in the e-GP System shall facilitate handling of complaints that are not subject to Administrative Review on allegations of breach of the public procurement and asset disposal law/ code of conduct for persons involved in public procurement pursuant to provisions of Section 9(h) of the PPADA, 2015. The module should allow for the following:

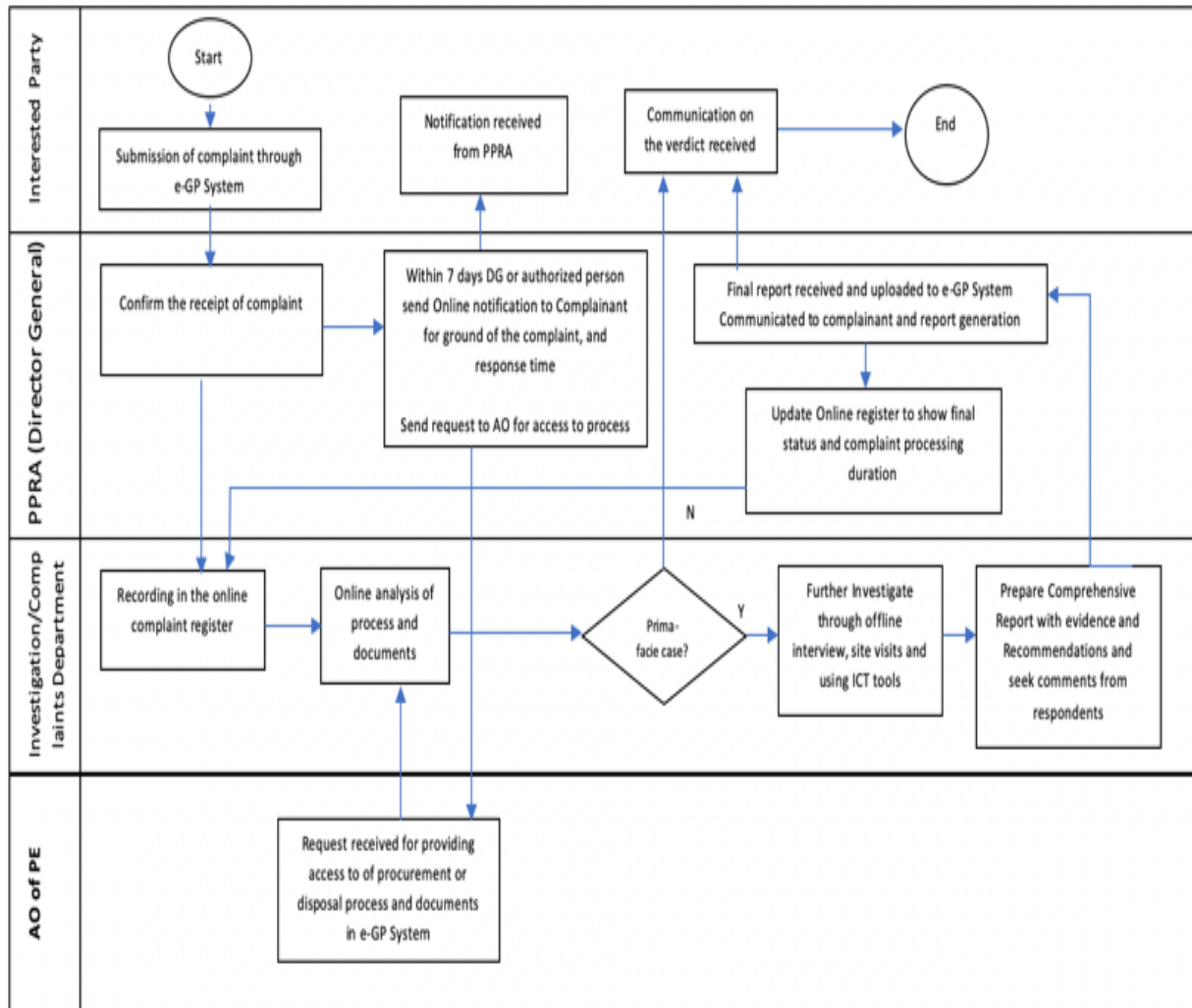
- Facilitate a complainant to initiate a request for investigation at any stage of the public procurement and asset disposal process;
- Blocking by PPRA of tender processing, award and contract signing pending conclusion of investigations of a complaint.
- electronic submission by a complainant and respondent;

**Table 19: Process Description for Complaints Handling**

Process Name	Complaints Handling
<b>Process Objective</b>	To resolve all complaints against PEs received on public procurement and asset disposal proceedings from PEs, tenderers/ contractors/ suppliers and general public that are not subject to Administrative Review on allegations of breach of the public procurement and asset disposal law/ code of conduct for persons involved in public procurement
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Complainant and respondent</li> <li>• Grounds for the complaint as per the PPADA, 2015</li> <li>• Supporting documents / evidence of a breach</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Complainant (Bidder(s), PE, interested bidder(s)/ Supplier / Contractor)</li> <li>• Respondent</li> <li>• PPRA</li> </ul>
<b>Process Input</b>	<ul style="list-style-type: none"> <li>• Duly Filled Complaint Form</li> <li>• Complainant Documents and Respondent Documents (Bid Opening Report, Final Bid Evaluation report, Blank bid documents, submitted bid documents, Bid Opening Report</li> <li>• PPRA requests for additional information</li> <li>• Complaints register</li> <li>• Customer feedback forms</li> <li>• Customer satisfaction survey instrument/questionnaire</li> </ul>

Process Name	Complaints Handling
<b>Process Output</b>	<ul style="list-style-type: none"> <li>Investigation Report / Inquiry Report PPRA Action: - Referral to other Agencies / Directive to PE to take specific action / Referral to the Debarment Committee</li> <li>Quarterly reports to Commission of Administrative Justice</li> <li>Communication to the customer on the Authority's decision(s)</li> <li>Filled complaint register</li> <li>Filled feedback register</li> <li>Quarterly complaints analysis report</li> <li>Customer satisfaction survey report</li> </ul>
<b>Timeframe</b>	
<b>Process</b>	<ol style="list-style-type: none"> <li>Online submission of complaint by an interested party (individual/ Firm / Investigative Agency / PE). <i>Template required</i></li> <li>PPRA (Director General) to electronically confirm receipt of complaint and submits to the Investigations/Complaints Department for online recording in the online complaints register. <i>Template required</i></li> <li>Within 7 days of receipt of a complaint the Director General or the appointed person shall (i) send an online notification to the respondent stating the grounds of the complaint, the period within which they must respond and the consequences of failure to respond (ii) send an online notification to the complainant stating that the complaint is under review. (iii) request the AO of the PE under investigation of access to the e-GP system in order to review the particular public procurement or asset disposal process.</li> <li>Respondent to electronically submit a response to the complaint</li> <li>Online analysis of the complaint, the response and relevant procurement records within fourteen (14) days of receipt of the complaint to determine whether there is prima facie evidence of breach of the PPADA,2015/Code of Conduct and system to generate a preliminary report. <i>Template required</i></li> <li>If there is no prima facie evidence of a breach, the appointed person shall electronically communicate the verdict to the complainant.</li> <li>Automatic update of the online complaints registers to show the final status of the complaint (as closed) and auto-calculate the duration taken to conclude the complaint processing.</li> </ol>

Process Name	Complaints Handling
	<p>8. If there is a prima-facie case:</p> <p style="padding-left: 40px;">Appointed team to conduct further investigation offline through interviewing relevant parties, site visits to verify evidence, use of relevant ICT tools to analyse procurement data for evidence of fraud etc, and prepare a comprehensive Investigation Report with authentic and reliable evidence and recommendations</p> <p>9. A signed investigation report shall be uploaded in the system for online transmission to the respondent to give their comments / feedback within a specified deadline.</p> <p>10. Respondent shall electronically submit their comments /feedback into the for incorporation into the main report.</p> <p>11. The final investigation report shall be uploaded in the system and the respondent and other relevant Government Agencies (where applicable) shall be electronically notified and link provided to access the report for implementation of the recommendations</p> <p>12. Online notification of the final outcome of the investigation is sent to the complainant.</p> <p>13. Automatic update of the online complaints register to show the final status of the complaint (as closed) and auto-calculate the duration taken to conclude the complaint processing.</p> <p>14. Online analysis of the complaints register and auto-generation of required quarterly / annual reports.</p>



## Complaint Handling

#### 4.3.16 Administrative Review Process

This module in the e-GP System shall facilitate bidders who claim to have suffered or risk suffering loss or damage due to the breach of a duty imposed on a procuring entity by the PPADA, 2015 and Regulations, 2020 to seek administrative review electronically. A bidder shall seek administrative review from the Public Procurement Administrative Review Board (PPARB) within fourteen (14) days of notification of award or date of occurrence of the alleged at any stage of the procurement and disposal process. The module should allow for the following:

- Facilitate a bidder to initiate a request for review to the PPARB within 14 days of notification of award or date of occurrence of the alleged at any stage of the public procurement and asset disposal process;
- blocking by PPARB of award and contract signing pending hearing and determination of the matter
- electronic submission by aggrieved bidder and PEs concerning the matter under review; and
- Review Board to electronically submit progress of the review proceedings and upon conclusion of the review upload the ruling.

**Table 20: Process Description for Administrative Review**

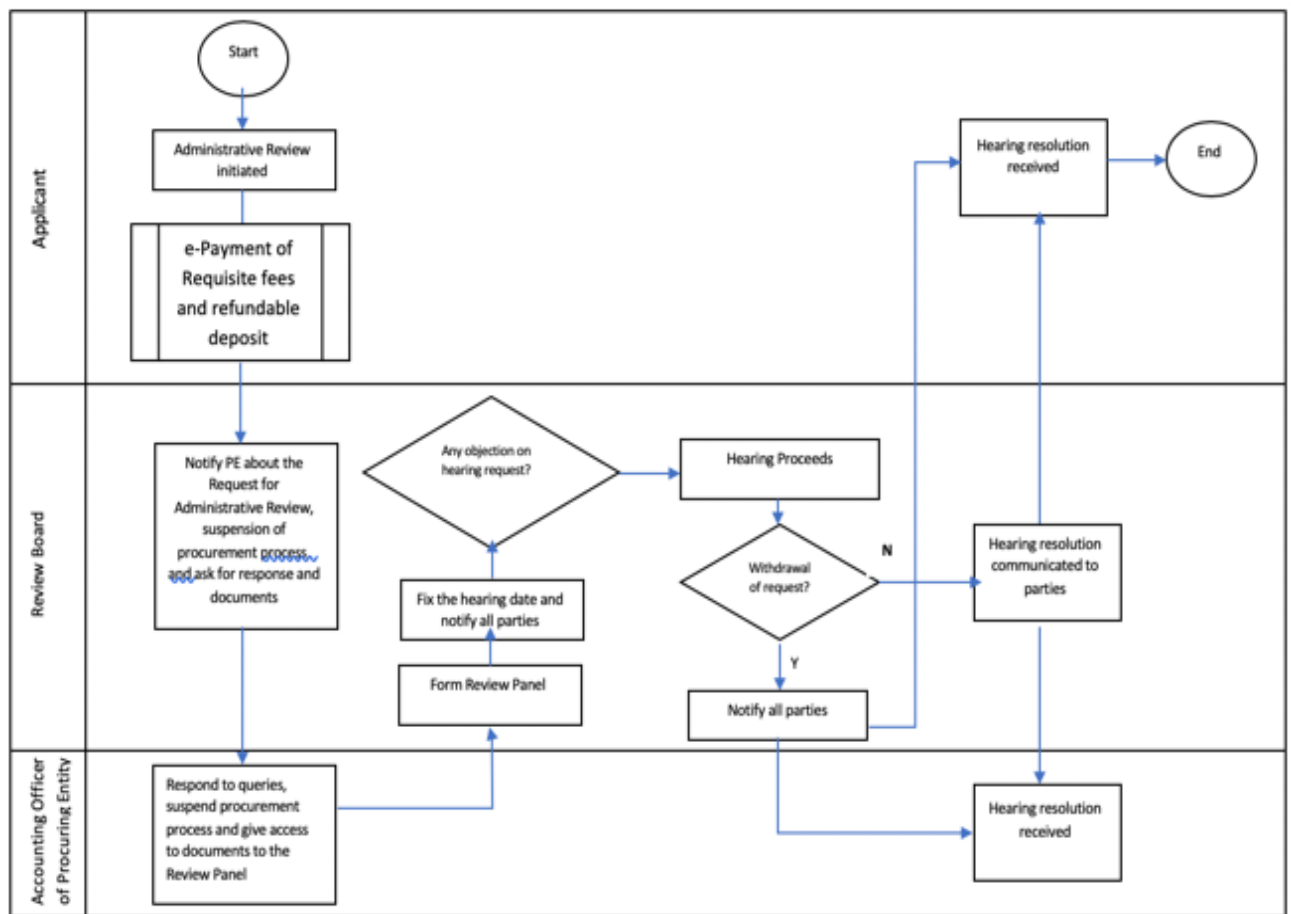
Process Name	Administrative Review
Process Objective	<ul style="list-style-type: none"><li>• To provide dissatisfied bidders with a mechanism to seek administrative review of a procuring entities decision in a procurement or disposal process</li></ul>
Pre-Conditions and Business Rules	<ul style="list-style-type: none"><li>• Request for Administrative review received within the prescribed timelines</li><li>• Payment of administrative review fees.</li><li>• Subject of the request for review must meet the Statutory thresholds.</li></ul>
Actors	<ul style="list-style-type: none"><li>• Candidate</li><li>• Bidder</li><li>• Review Board</li><li>• Accounting officer of PE</li><li>• Successful Bidder</li><li>• Interested Parties</li><li>• Review board secretariat</li></ul>

<b>Process Name</b>	<b>Administrative Review</b>
<b>Process Input</b>	<ul style="list-style-type: none"> <li>• Request for Administrative Review</li> <li>• Payment of Administrative Review Fee</li> <li>• Bid document</li> <li>• Bid Opening Report</li> <li>• Bid Evaluation report</li> <li>• Professional opinion</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• Decisions of the Administrative Review Board pursuant to provisions of Section 173 of the PPADA,2015</li> </ul>
<b>Timeframe</b>	Review Board shall complete its review within 21 days after receiving the request for the review
<b>Process</b>	<ol style="list-style-type: none"> <li>1. Bidder shall electronically request for review in the form set out in Regulation 203 (template required).</li> <li>2. Bidder shall accompany the request by electronically depositing a non-refundable amount equal to 15% of the tender sum or Kshs 200,000 where tender sum is not determinable at the time for filing the request for review.</li> <li>3. The Secretary of Review Board shall electronically serve a notice thereof to the AO of a PE.</li> <li>4. The AO of a PE shall within five (5) days or such lesser period or as may be stated electronically submit a written memorandum of response to the request for review and a link to facilitate access to the e-GP system in order to review the particular public procurement or asset disposal process under review.</li> <li>5. The Secretary of Review Board shall electronically notify all other parties to the review upon receipt of such documents/link and give reasonable date fixed for hearing as per the format set out in the Regulations (template required).</li> <li>6. A party to the review process may electronically file a preliminary objection to the Secretary of Review Board within three (3) of the date of notification and shall electronically pay the fees chargeable as per the Regulations</li> <li>7. The Chairperson in consultation with the Secretary nominates members of review panel consisting of at least three (3) members.</li> <li>8. The Secretary to the Review Board assigns roles and responsibilities to the members of the review panel.</li> <li>9. The system communicates to members of the review panel</li> </ol>

Process Name	Administrative Review
	<p>through email and sms of their appointment and give them access to the e-GP system.</p> <p>10. Hearing of the review may take place online (video-conferencing) and the Secretary to the Review Board shall electronically publish the decision of the review panel in the e-GP system and State Procurement Portal.</p> <p><b><u>If the PE has a Preliminary Objection (PO) to the request for review</u></b></p> <p>12. The PE pays the predetermined fee for the PO to the designated PPRA bank account online</p> <p>13. The PE electronically submits PO to the ARB (template required)</p> <p>14. PO is received online and automatically given a unique Identification number and acknowledged by Secretary ARB online</p> <p>15. Electronically serve PO to Applicant and Interested Parties online</p> <p>16. Submit an online response to the PO</p> <p>17. Online receipt of the Applicant's response to PO</p> <p>18. Serve the PO and Applicant's Response to PO to ARB panel members online</p> <p>19. The ARB panel members conduct a hearing where parties make oral presentations of their argumentations for or against the PO.</p> <p>20. Determination of the outcome of the PO by discussion of the oral presentations and review of documents and written submissions and making a decision on the PO.</p> <p>21. Issuance of ARB ruling on the PO.</p> <p>22. Preparation and Communication of signed ARB ruling on the PO to the Applicant and the AO of PE.</p> <p><b><u>If the Preliminary Objection (PO) is upheld the case ends but is the PO is rejected, the hearing of the substantive case proceeds as below:</u></b></p> <p>1. The ARB panel members conduct a hearing where parties make oral presentations of their argumentations for or against the Grounds for Review</p> <p>2. Determination of the outcome of the RFR by discussion of the oral presentations and review of documents and written submissions and making a decision on the RFR</p> <p>3. Issuance of ARB ruling on the RFR preparation and Communication of signed ARB ruling on the RFR to the Applicant and the AO of PE.</p> <p>4. The accounting officer of a PE may the suspension / Terminate / Repeat a stage of the procurement process (whichever is ordered by the ARB) in the system following the procedure provided for in the Procurement Law</p> <p>5. If the Applicant or the PE contest the decision of the Review Board in the High Court and High Court issues a stay order on the procurement process, the Accounting officer shall suspend the procurement process in the system.</p>



Process Name	Administrative Review
	6. As determined by the High Court the Accounting Officer of a PE may uplift the suspension / Terminate / Repeat a stage of the procurement process in the system following the procedure provided for in the Procurement Law



**Figure 20: Administrative Review**

### 4.3.17 Debarment Process

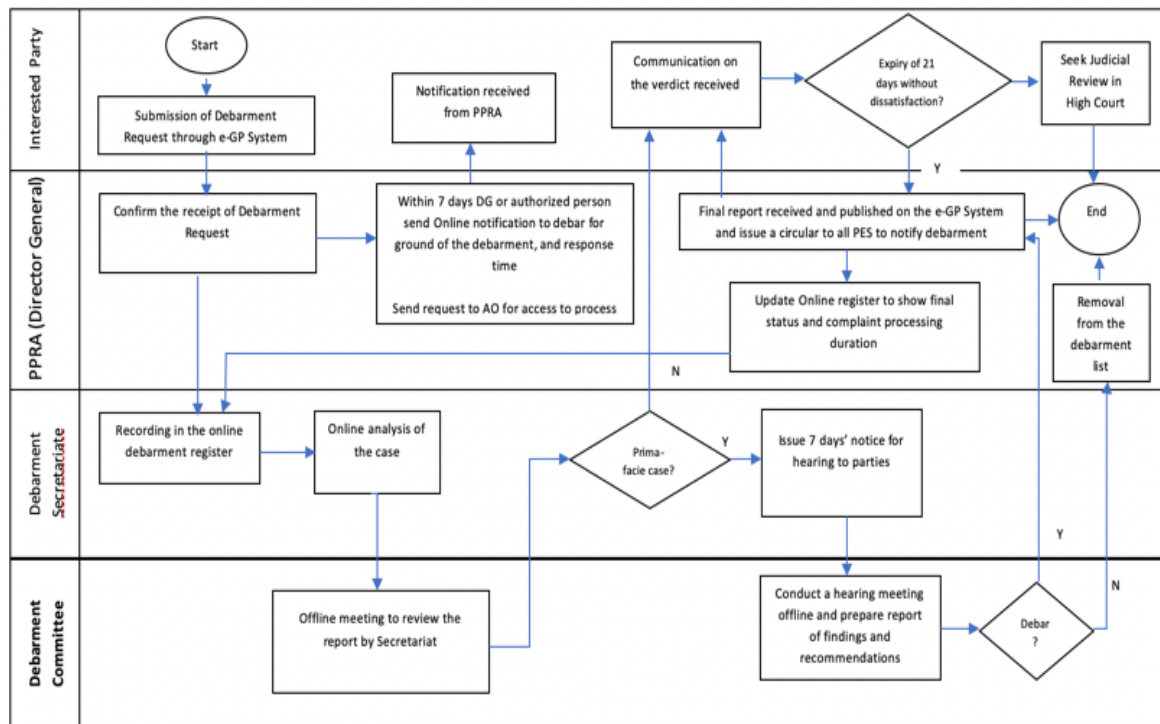
The debarment module in an e-GP system is an additional functionality and may be a stand - alone system that is integrated to the e-GP system.

**Table 21: Debarment Process**

Process Name	Debarment
<b>Process Objective</b>	To sanction tenderers/ contractors/ suppliers for committing and deter tenderers/ contractors/ suppliers from breaching the public procurement and asset disposal law or code of conduct for bidders/suppliers/contractors
<b>Pre-Conditions and Business Rules</b>	Grounds for Debarment pursuant to Section 41 of PPADA 2015
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Applicant (PE, Director General of PPRA/Investigative Agency)</li> <li>• Respondent <small>DRAFT</small></li> <li>• Public Procurement Regulatory Board (the Board)</li> <li>• Debarment Committee</li> <li>• Debarment Secretariat</li> <li>• The National Treasury</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Request for Debarment / Recommendation for Debarment</li> <li>• Application and Response Documents</li> <li>• Investigation Report</li> <li>• Debarment Committee Report</li> </ul>
<b>Process Output</b>	<ul style="list-style-type: none"> <li>• PPRB decisions/ruling on an Application / Request for Debarment</li> <li>• Updated list of debarred bidders / suppliers / contractors on PPRA Website or the PPIP</li> </ul>
<b>Timeframe</b>	Debarment under section 41 (4) not less than three years
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>1. Online application for request for debarment by an interested party (individual/ Firm / Investigative Agency / PE). <i>Template required</i></li> <li>2. PPRA (Director General) to electronically confirm receipt of request for debarment.</li> <li>3. Within 7 days of receipt of a complaint the Director General or the appointed person shall (i) send an online notification to the respondent of the intended debarment, the grounds for debarment, the period within which they must respond and the consequences of failure to respond  (ii) send an online notification to the party that requested for the</li> </ol>

	<p>debarment</p> <ol style="list-style-type: none"> <li>4. The respondent shall electronically submit their response (with supporting documents) to the Board within fourteen (14) days of receipt of a notice of intended debarment,</li> <li>5. Debarment Secretariat shall conduct an online analysis of the case within thirty (30) days of the application to determine whether there is a prima facie case for debarment;</li> <li>6. The Debarment Committee shall have an off-line preparatory / preliminary meeting to review the report prepared by the Secretariat</li> <li>7. If there is no prima facie case for debarment, refer the case to the Board for decision making</li> <li>8. <i>If there is a prima-facie case for debarment:</i> The Debarment Secretariat shall electronically issue a seven-day notice of hearing to the parties.</li> <li>9. The Debarment Committee shall conduct a hearing meeting off-line and prepare a report of its findings with a recommendation.</li> <li>10. The Board shall make a decision to either reject or approve a recommendation for debarment within thirty (30) days from days of receipt of request for debarment;</li> <li>11. Online communication of the Board's decision to the parties involved in the debarment proceedings within two (2) days from the date of determination.</li> <li>12. A party dissatisfied by the decision of the Board shall seek Judicial Review in the High Court within fourteen (14) days from the date of communication of the Board's decision.</li> <li>13. After the expiry of twenty-one (21) days from the date of the debarment decision, PPRA: <ol style="list-style-type: none"> <li>a) Shall publish on its website and the state portal on public procurement the details of the person debarred, the grounds and the corresponding period of debarment.</li> <li>b) Shall issue a circular to all procuring entities notifying them of the debarment.</li> </ol> </li> <li>14. Forward the details of the debarred person / firm to the Cabinet Secretary of The National Treasury &amp; Planning for gazettelement;</li> <li>15. Removal from the list of debarred persons / firms upon the expiry of the debarment period,</li> </ol>
Alternative process,	None

<b>if any</b>	
<b>Process Reengineering recommendations</b>	None



*Debarment Process*

#### 4.3.18 E-Catalogue Process

An e-catalog includes an exhaustive list of goods, works and services procured by the various government entities. e-Catalogs play an important role in e-Procurement systems by standardizing the classification of products and identification of items based on their specifications across various phases of the procurement cycle such as bidder registration in different categories, procurement planning, procurement requisitioning, purchase of goods, works or services, evaluation, inventory management and strategic reporting for procurement policy.

To strengthen the development of a robust and mature e-Procurement system for public procurement in Kenya, e-Catalog has been identified as a key component. This will ensure that a standard product codification is used throughout the entire public procurement process across all procurements by PEs, and in reconciling procurement with the IFMIS. It harmonizes the cost of procurement and eases doing business.

The e-Catalog shall centrally be managed by PPD to ensure accuracy and standardization of information maintained therein. Management of the e-Catalog entails; addition of new items, updates to existing items like modifying the item specifications, units of measure, location and price. Management also includes deletion of items for various reasons such as items becoming obsolete, items not being procured per duration as defined by the Government (e.g. 2 years) and items no longer required for GoK operations.

### 4.3.19 Templates Library

One of the key advantages of the e-GP system is that the system shall have a facility of creating and maintaining a repository of standard Bidding Documents (SBD), forms and templates for multiple activities carried out during the public procurement cycle. This shall help in establishing uniformity across all PEs as they would be using same type of templates and forms through the e-GP system.

The e-GP system shall have a separate Designer Tool for creating, updating, using standard templates and forms for Standard Bidding Documents, Notification Templates, amongst others. e-GP System Administrators, PPRA, and e-GP PE System Administrators shall be able to customize, upload and update the template library, after approval from PPD.

The table below illustrates the non-exhaustive list of templates that shall be maintained in the e-GP System:

**Table 22: Template Library indicative list of Templates**

Module	Templates Library
1. Annual Procurement Plan	Template for uploading Annual Procurement Plan (Excel Format)
	Template for Publication of Annual Procurement Plan on e-GP Portal
	Template for Multi-year planning
	Template for demand aggregation
2. Initiation	Template for recording statement of requirements
	Template for Procurement Requisition
3. Pre-qualification / Expression of Interest Document	Template for PQD/EOI
	Template for Bid Advertisement for PQD/EOI on e-GP Portal
	Template for PQD/ EOI Notices to Bidders
4. Bidding Document Creation, Approval, Publication and Addenda	Standard Bidding Documents per procurement type and method as prescribed under the PDPA Act, regulations and directives
	Template for Bid Advertisement for Bidding Documents on e-GP Portal
	Template for Bid Notices to Bidders
	Template for Minutes of Pre-Bid Meeting
	Template for clarifications
	Template for Corrigendum / Addendum
	Template for demand aggregation

<b>Module</b>	<b>Templates Library</b>
5. Modification and Withdrawal of Bids	Template for Withdrawal of Bids Notification
6. Bid Opening	Template for Bid Opening Report (Technical and Financial)
7. Bid Evaluation	Templates for Bid Evaluation
	Template for Bid Evaluation Report
	Template for publication of Best Evaluated Bidder
8. e-Auctioning	Template for defining rules for e-Auctions  Template for e-Auction report and upload in e-GP system for further processing
9. Disposal	Template for creating Disposal Request post approvals done manually  Template for inviting proposal for disposals  Templates for Bid Opening Reports  Templates for Bid Evaluation Reports
10. Contract Award	Templates for Contract negotiation
	Contract templates per procurement type and method
	Template for publication of Notice for Contract Award
11. Contract Management	Template for Purchase Order / Works Order
	Template for incorporating Contract variations
	Template for Provider Performance Evaluation
12. Framework Agreements	Template for framework agreement for one bidder
	Template for framework agreement for mini-competition
13. E-Payments	Template for invoices
	Template for receipts
14. Administrative Review	Template for requesting Administrative Review
15. E-catalog	Template for updating e-catalog
16. Notifications	Templates for generating Notifications to e-GP User Community

#### 4.3.20 Store Management Module

Store management system automates the receipt of goods, book entry, Stock control and issuance.

##### Process Description: Receiving of goods

This module shall facilitate the process of receiving goods into the store. The supplier shall be required to log into the system and generate a delivery note and inform the stores officer on intention to deliver the goods. The stores officer shall receive the goods electronically and also updates the Bin Card electronically.

<b>Process Name</b>	Receiving of goods
<b>Process Objective</b>	Enable procuring entities to receive goods into the system.
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"><li>• Stores Receipt Voucher</li><li>• Bin Card</li></ul>
<b>Actors</b>	<ul style="list-style-type: none"><li>• Stores Officer</li><li>• Inspection and Acceptance Committee</li><li>• Supplier</li></ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"><li>• Stores Receipt Voucher</li><li>• Delivery note</li></ul>
<b>Process Output</b>	<ul style="list-style-type: none"><li>• Goods Received Note</li><li>• Goods Rejection note</li></ul>
<b>Timeframe</b>	7 days after issuance of LPO
<b>Process Steps</b>	<ol style="list-style-type: none"><li>1. The supplier logs into the system and generates a delivery note and informs the stores officer on the intention to deliver the goods.</li><li>2. Goods are received in the store physically</li><li>3. The stores officer updates the Bin Card electronically</li></ol>
<b>Alternative process, if any</b>	None

<b>Process Name</b>	Receiving of goods
<b>Process Reengineering recommendations</b>	<ol style="list-style-type: none"> <li>1. The Standard Forms should be in the system and updated electronically. <ul style="list-style-type: none"> <li>• Stores Receipt Voucher</li> <li>• Bin Card</li> </ul> </li> <li>1. Documents should be secured.</li> <li>2. System to allow PE to view how many goods received in a particular period.</li> <li>3. Should be linked in Inspection and Acceptance module.</li> </ol>

### **Process Description: Stores Requisition by User**

The System guides user on requisitioning for goods from the store. The User shall electronically complete the Stores Requisition and Issue Voucher. The user will require approval by the Head of user department and Head of Procurement before the goods are issued.

<b>Process Name</b>	Stores Requisition by User
<b>Process Objective</b>	Enable procuring entities users to request goods from the store
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Stores Issue and Receipt Voucher</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Stores Officer</li> <li>• User</li> <li>• Head of Procurement</li> <li>• Head of User Department</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Stores Issue and Receipt Voucher</li> </ul>
<b>Process Output</b>	Stores Issue and Receipt Voucher
<b>Timeframe</b>	1 day
<b>Process Steps</b>	<ol style="list-style-type: none"> <li>1. System guides user on requisitioning for goods from the store.</li> <li>2. User electronically completes the Stores Requisition and Issue Voucher.</li> <li>3. The User submits the Stores Requisition and Issue Voucher to</li> </ol>



<b>Process Name</b>	Stores Requisition by User
	<p>the Head of User Department for Approval.</p> <p>4. Upon approval the Head of User Department submits the Stores and Issue Voucher to the Head of Procurement for approval</p> <p>5. Upon approval the Head of Procurement submits the Stores Requisition and Issue Voucher to the Stores Officer for Issuance of goods</p> <p>6. The Stores Officer Issues the goods and the System automatically balances itself.</p>
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<p>1. The Standard Forms should be in the system and updated electronically (Stores Issue and Receipt Voucher)</p> <p>2. Documents should be secured.</p> <p>3. System to allow PE to view how goods issued in a particular period.</p>

#### **Process Description: Stores Issues**

The Head of Procurement shall approve the Stores Requisition and Issue Voucher before the goods are issued by the Stores Officer. When the goods are issued, the System shall automatically balance itself.

<b>Process Name</b>	Stores Issues
<b>Process Objective</b>	Enable procuring entities to issue goods from the stores
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>• Stores Issue and Receipt Voucher</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>• Stores Officer</li> <li>• User</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>• Stores Issue and Receipt Voucher</li> </ul>
<b>Process Output</b>	Stores Issue and Receipt Voucher
<b>Timeframe</b>	1 day
<b>Process Steps</b>	<p>1. Upon approval the Head of Procurement submits the Stores Requisition and Issue Voucher to the Stores Officer for Issuance of goods</p> <p>2. The Stores Officer Issues the goods and the System</p>

<b>Process Name</b>	Stores Issues
	<p>automatically balances itself.</p> <p>3. The stores officer issues the goods electronically before proceeding to issue manually. (The stores balances in the system balance automatically)</p> <p>4. A copy of the Requisition and Issue Voucher is generated and sent to the user.</p>
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	<p>1. The Standard Forms should be in the system and updated electronically (Stores Issue and Receipt Voucher)</p> <p>2. Documents should be secured.</p> <p>3. System to allow PE to view how goods issued in a particular period.</p>

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### Process Description: Stocktaking

The system shall provide the updated stores balances before the stocktaking is carried out. The team carrying out stocktaking will undertake manually checking against the balances in the report

After the stocktake the Stores officer will be required to key in the findings in the system for reconciliation. The reconciled report shall be submitted to the HoP for review and onward submission to the accounting officer.

<b>Process Name</b>	Stocktaking
<b>Process Objective</b>	Enable procuring entities to carry out stocktaking
<b>Pre-Conditions and Business Rules</b>	<ul style="list-style-type: none"> <li>Bin Card</li> <li>Stock Verification</li> </ul>
<b>Actors</b>	<ul style="list-style-type: none"> <li>Stores Officer</li> <li>Board of Survey</li> <li>Head of Procurement</li> </ul>
<b>Process Input (data, documents)</b>	<ul style="list-style-type: none"> <li>Bin Cards</li> </ul>
<b>Process Output</b>	Stock take Report
<b>Timeframe</b>	1 week
<b>Process Steps</b>	<p>1. The Head of Procurement logs into the system and obtains a report of the updated stores balances</p> <p>2. The Stocktaking team carries out stock taking manually checking against the balances in the report</p>

<b>Process Name</b>	Stocktaking
	3. The Stores officer Keys in the findings in the for reconciliation 4. The reconciled report is submitted to the HoP for review and onward submission to the accounting officer.
<b>Alternative process, if any</b>	None
<b>Process Reengineering recommendations</b>	4. The Standard Forms should be in the system and updated electronically(Stores Issue and Receipt Voucher ) 5. Documents should be secured. 6. System to allow PE to view how goods issued in a particular period.

#### 4.3.21 Electronic Document Management System and Workflow

The e-GP system shall support the management of workflows and provide for the following:

- a) Allow authorized users to verify/validate, approve/reject and assign requests (including work planning) to users
- b) Map and meet the various procurement processes and should not have any limit on the number of steps in the processes.
- c) Trigger event notification (e.g. incoming requests) in case of new task, delays, bring-ups in the form of internal messages, SMS or through e-mail software.
- d) Record the progress of a request so that users can determine the status of the request.
- e) Allow users to view queues of tasks, alerts and incoming requests assigned to them and select items to be worked on via the user dashboard module
- f) Prioritize tasks in queues.
- g) Integrate a graphical design tool for the creation and updating of static and dynamic workflows. Number of workflows should not be limited by system.
- h) Support timestamp and time limit rules.
- i) Keep a full history of the movement of files, forms and documents.
- j) Provide facilities to configure approval processes (parallel, sequential and optional approvers).
- k) Allow the workflow to be paused to await the arrival of a related electronic document. When the awaited item is received, the flow resumes automatically.
- l) Ability to have a centralized document repository
- m) Ability to upload, edit, update and retrieve documents
- n) Provide a file version management with check-in and check-out controls.

- o) Provide comprehensive reporting facilities to allow management to monitor volumes, performance and exceptions.

#### 4.3.22 Performance Management

Performance Management module of the e-GP system shall allow PEs to record satisfaction of a contractor/service provider/supplier throughout the contract management lifecycle. PEs that are aggrieved by a contractor/service provider/supplier shall request the Administrative Review Board (ARB) to suspend the contractor/service provider/supplier from participation in procurement opportunities offered by the Government for a specified duration. The ARB upon receipt of a request to suspend a contractor/service provider/supplier shall review the allegations and seek clarification from both parties. The contractor/service provider/supplier and PE shall be notified of the ARB's decision and the provider's profile updated accordingly. The decisions will be made public and also searchable by the procuring entities.

*Table 23: Process description for Performance Management*

Process name	Performance Management
Process objective	To measure the performance of PEs and Suppliers/Contractors
Pre-conditions/ Business rules	<ul style="list-style-type: none"> <li>• Procurement / Contract Data</li> <li>• Defined Procurement Performance parameters/ Defined Compliance parameters</li> </ul>
Actors	<ul style="list-style-type: none"> <li>• Procuring entity</li> <li>• Administrative Review Board (ARB)</li> <li>• Bidder/Provider</li> <li>• Accounting Officer</li> </ul>
Process inputs	<ul style="list-style-type: none"> <li>• Request for contractor/service provider/supplier</li> </ul>
Process outputs	<ul style="list-style-type: none"> <li>• Suspension of bidder/provider</li> <li>• Rejection of suspension request</li> </ul>

Process name	Performance Management
Process Reengineering recommendations	<ol style="list-style-type: none"> <li>1. Online preparation of Departmental Procurement Plans</li> <li>2. Automated Consolidation of Departmental Procurement Plans into a comprehensive Consolidated Annual Procurement plan</li> <li>3. Online approval of Consolidated Annual Procurement Plan</li> <li>4. Online access to / retrieval of each PEs Consolidated Annual Procurement by PPRA</li> <li>5. Online review &amp; analysis of PEs' Consolidated Annual Procurement Plans</li> <li>6. Centralized Online Self-Registration of Potential Suppliers for all PEs</li> <li>7. Automatically generate and maintain Procurement Records in a centralized virtual Procurement Registry / Archive</li> <li>8. On line retrieval of procurement /contract records for Review/Audit / Inspection</li> <li>9. Online Review / Audit / Inspection of PEs virtual procurement records kept in a centralized virtual registry / archive</li> <li>10. Automatic generation of Procurement Report / Contract Management Reports from on line records/ database on a real-time basis</li> <li>11. Automatic generation of Procurement Report / Contract Management Reports from on line records/ database on a real-time basis</li> <li>12. Online review and analysis of virtual procurement reports and procurement data using modern analytical tools</li> <li>13. Automated Supplier / Contractor performance evaluation</li> <li>14. Online self-registration of PEs hence automatic compilation and update of data on Procuring Entities</li> <li>15. Automatic generation of PE and National Compliance and Performance Reports</li> </ol>

#### 4.3.23 Procurement Management Information System (PMIS)

The e-GP System should provide for a Management Information System to assist with procurement reporting as well as compliance monitoring function. This entails generation of meaningful statistical and analytical data and management reports. The PMIS should be equipped with a Business Intelligence tool for generating analytical and intelligent report in the form of tables, charts and infographics with geotags.

The statistics related to procurement activities include but are not limited to:

- A comprehensive procurement spend analysis:
  - Total annual procurement spend,
  - annual contract spend for goods, works and services,
- % of foreign suppliers,
- % of SMEs, AGPO and others
- number of suppliers per category of procurement,
- % of major contract contracts,
- % and amount of contracts per type of procurement method, etc.
- procurement lead time
- cost estimate reliability
- amount spent by PE
- amount spent on category of procurement (goods, works, services etc.)
- general participation and responsiveness rates

Reporting requirements shall be finalized with PPAD during the time of project implementation. Furthermore, the e-GP system should also provide for a user-friendly reporting tool with the following facilities, among others:

- Execution of predefined reports
- Creation of new reports using drag and drop features
- Support RTF templates in the report layout
- Support matrix, report group, pivot tables, forms, infographics, etc.
- Scheduling of reports printing
- Sending report to multiple formats, spreadsheet, word processing, PDF, RTF, HTML
- Viewing reports on a dashboard with drill down facilities
- Emailing reports
- Reports as required by Open Contracting Data Standards (OCDS).

The proposed e-GP system should also have the facility to export or import information, whichever is applicable, into a file format.

#### **4.3.24 E-GP System Administration Tasks**

The e-GP system primary site is expected to be hosted at The National Treasury. It is expected that the e-GP system developer will facilitate system administration and initial support of the e-GP system. Support of the underlying physical infrastructure and virtual environments is expected to be done by the IFMIS Department of the National Treasury and ICTA in coordination with the e-GP Team under the PPPD shall gradually establish qualified personnel to maintain and support the e-G system.

The e-GP system administrator will be based at The National Treasury and shall work together with e-GP system developer and ICTA together to resolve issues in the environment that may impact the operation of the e-GP system, such as application failure, bug fixing/updates, and performance related issues amongst others. In this regard, e-GP system administrators are expected to perform the following minimum tasks in addition to other responsibilities that may be assigned by GoK:

- managing e-GP PE system administrators and system accounts and profiles that may include

- creation, modifying, locking, unlocking and deletion of e-GP PE system administrators and system accounts;
- provide support over the day-to-day operations of the e-GP system, including user support to calls logged at the service desk that has been marked for their attention;
- facilitate over the training of IT staff on the technical administration or operation of the e-GP system in line with their technical roles, and provide support to e-GP PE system administrators during the training of e-GP users on general usage of the system when required;
- support the audit team over the execution of system security audits and implementing recommendations accepted by management that are specific to the e-GP system;
- implementation, monitoring and enforcement of e-GP system related SLAs that may include agreements with the e-GP system developer, and other Government and private sector stakeholders;
- ensure appropriate documentation is in place to support the administration of the e-GP system in order to facilitate continued operation of the system when new system administrators are on-boarded, and ensure knowledge gained by retiring staff is kept within Government; and
- work with developers and e-GP stakeholders for the implementation of updates and improvements to the e-GP system that may include installation of software updates, deployment of new versions of the e-GP system, and integration of new and/or existing Government systems to the e-GP system such as the National PKI system, iTax, business registration service, and e-Payment system.

## 6.0e-GP Architecture

### 6.1 E-GP Design Recommendations

This section describes the guiding principles that The National Treasury should consider as part of the development of an e-GP system. The guiding principles will assist in establishing a common vision to ensure that strategic objectives are not compromised by tactical decision-making, and are used to capture the fundamental truths of how The National Treasury should use and deploy its IT resources and assets.

The guiding principles are interrelated, and must be applied as a set. Some principles will compete, for example, the principles of “accessibility” and “security” can lead to conflicting decisions and each principle should be considered in the context of “all other things being equal.” When a decision must be made as to which principle takes precedence on a particular issue, the rationale for the decision should always be documented.

The following are the thirteen (13) <sup>DRAFT</sup> guiding principles which should be used as a framework The National Treasury during the selection of the e-GP system:

*Table 24: Guiding principles for using the e-GP system*

Ref	Design Recommendations	Description
1	<b>Service Oriented Architecture</b>	The e-GP should conform to a Service Oriented Architecture (SOA) for both development and integration with other external applications based on XML and Web services technologies. The e-GP should be developed to be an orchestrated sequence of messaging, routing, processing, and transformation events capable of processing the rich (XML) document.
2	<b>Interoperability</b>	<p>The e-GP should easily interface with other systems in a manner that allows other associated systems to operate within one environment. Wherever possible, open standards should be adopted while establishing technical specifications. Standards that are bidder and product neutral should be considered in favor of their proprietary alternatives.</p> <p>Some of the major interoperation principles and attributes required from the user perspective to enable both efficiency and productivity includes:</p> <ul style="list-style-type: none"><li>• no duplication of input;</li><li>• seamless transition between the different application modules;</li><li>• common capabilities to import and export data in standard formats;</li><li>• common single approach to the authorization of user access throughout the system;</li><li>• provision of system wide maintenance and backup facilities;</li></ul>



<b>Ref</b>	<b>Design Recommendations</b>	<b>Description</b>
		<ul style="list-style-type: none"> <li>• back up and purging facilities;</li> <li>• possibility to archive transactions;</li> <li>• web-based for ease of access using a simple browser application; and</li> <li>• search, sort and filter facilities of information is presented in tabular format</li> </ul>
<b>3</b>	<b>Information Security</b>	The information architecture should ensure confidentiality, authenticity, and reproducibility, and comply with any legislation requirements in the country. In addition, there should be a reliable exchange of information that can take place in conformity with an established security policy and information is protected against unauthorized access, denial of service, and intentional/accidental modification.
<b>4</b>	<b>Data Confidentiality</b>	<p>The e-GP system provider must design the e-GP system with appropriate data controls that:</p> <ul style="list-style-type: none"> <li>• maintain the confidentiality of the data and information;</li> <li>• deploy all necessary security mechanisms to have role-based authorization and access control over the beneficiaries' records;</li> <li>• deny access to any user that is not specifically authorized by GoK to have such an access;</li> <li>• take all possible steps to prevent unauthorized access to such data and information;</li> <li>• maintain the safety and security of such data and information at all times; and</li> <li>• comply with all the legal requirements to protect the data privacy and confidentiality of the information, required by the general laws in this regard or the specific terms of agreement relating to this.</li> </ul>
<b>5</b>	<b>Data Integrity</b>	<p>The e-GP system provider must ensure the integrity of data moving within the e-GP system end to end. It is expected that the system provider shall:</p> <ul style="list-style-type: none"> <li>• ensure that the e-GP system retains the data integrity across all the modules;</li> <li>• ensure that data is of high quality, correct, consistent and accessible throughout the lifecycle;</li> <li>• ensure appropriate data backup and recovery measures; and</li> <li>• perform data integrity checks time to time and report the results of such checks accordingly.</li> </ul>
<b>6</b>	<b>Availability</b>	The e-GP should cater for high availability. Permanently available

Ref	Design Recommendations	Description
		applications are reliable and trustworthy, and encourage citizens and businesses to use the e-GP. This may imply clear setting of service level agreements (SLAs) and catering for redundancy (no single point of failure) in the architecture.
7	Reuse and shared services	Services common across PEs and other e-GP users should be shared and centralized. The e-GP system components should be designed for re-use such that a particular system or process should enable its existing physical, conceptual, or procedural constructs to be implemented in other systems without modification.
8	Data Collection (Capture once and use multiple times)	The e-GP system should be designed so that data is entered at the source, entered only once, and used in multiple applications across the different PEs. Common data standards are needed for the shared data.
9	Performance and Scalability	<p>The e-GP system should be proven to be highly scalable and capable of delivering high-performance as and when the transaction volumes increase. It is required that the application architecture should provide for three tier architecture on the web, application and database layers. Scalability of e-GP is to be achieved at least in terms of:</p> <ul style="list-style-type: none"> <li>• number of concurrent users;</li> <li>• addition of new services/ modules;</li> <li>• addition of new features in the existing services; and</li> <li>• integration with systems of external stakeholders as highlighted in the document.</li> </ul> <p>The e-GP system should have response times that encourage widespread adoption by the e-GP users, businesses and citizens. The e-GP should be scalable to allow additional capacity/ bandwidth/ volume of users in the near future and beyond.</p>
10	Agility and Flexibility	The system should be easily adjustable to new frames of reference as well as upgrades at a predictable cost. The e-GP system must be designed so that modifications or amendments can easily support future updates made necessary by legislative changes, process optimization, or new services required by the Government.
11	Fault and Error Tolerance	The application should be capable of handling unforeseen and invalid system states. Unpredictable system behavior negatively affects adoption of online or electronic services and has the potential for data loss or corruption. Clear, well-communicated design and coding standards, as well as robust integration and testing regime should be required during e-GP implementation.
12	Web Based System	<p>The proposed system should be web-based, accessible using a standard web browser and should not require any client-side software installations.</p> <p>The system must be compatible with all the latest HTML standards to allow users to access the e-GP system on mobile device, internet browser. Standards used should be final and officially released, with support for upgrade to future standards as</p>

Ref	Design Recommendations	Description
		draft standards become finalized.
13	Accessibility and Usability	The e-GP system should be easy to use and underlying technology should enable transparency of end users. This implies ‘Help and Support’ facilities should be integrated and usability testing should involve end users.
14	Public access to procurement data	In order to support enhancements of public disclosure of e-Procurement information to the general public, the system should be designed to comply with the Open Contracting Data Standards (OCDS) <sup>3</sup> . This standard will enable GoK enhance and promote disclosure, and promote public participation through this simple, machine-readable and easy-to-understand open data standard.  The standard will help to formalize how contracting data and documents can be published in an accessible, structured and repeatable way, and defines a standard but flexible database schema designed around contracts awarded through a standard tendering process. This schema can subsequently be modified to meet the needs of GoK and its contract data requirements for the e-GP system.

## 6.2 e-GP tier consideration

Tiers represent the physical separation of the presentation, business, services, and data functionality of e-GP system design across separate levels. The e-GP system will be n-tier web-based system. The Web server (which contains the presentation layer logic) is physically separated from the application server that implements the e-GP business process logics.

For security reasons, the web server will be deployed within a perimeter network and accesses the application server located on a different subnet through a firewall.

It is also required to implement a firewall between the e-GP user community and the web-tier hosting the e-GP system. The figure aside illustrates the n-tier deployment of an e-GP system.

*Figure 21: e-GP Tiers*

## 6.3 E-GP Presentation, Business and Data Services Considerations

The logical architecture view of e-GP can be considered to be a set of cooperating services grouped into the following layers, as shown in the figure below.

*Figure 22: Logical Architecture*

The sections of the e-GP system can be classified as three basic sets of services:

- **Presentation services.** These are the user-oriented services responsible for managing user interaction with the e-GP system, and generally consist of components located within the presentation layer. They provide a common bridge into the core business logic encapsulated in the business services.

<sup>3</sup> The Open Contracting Data Standard (OCDS), <http://standard.open-contracting.org/>

- **Business services.** These services implement the core functionality of the e-GP system, and encapsulate the relevant business logic. They generally consist of components located within the business layer, which may expose service interfaces that other callers can use.
- **Data services.** These services provide access to data that is hosted within the boundaries of the e-GP system, and data exposed by other back-end systems; perhaps accessed through services. The data layer exposes data to the business layer through generic interfaces designed to be convenient for use by business services.

#### 6.4 e-GP Components

Each layer of e-GP system will contain a series of components that implement the functionality for that layer. These components should be cohesive and loosely coupled to simplify reuse and maintenance. The diagram below shows the types of components found in each layer, and a description on each layer provided subsequently.

The e- GP system MUST be supplied and configured to implement the following architecture.

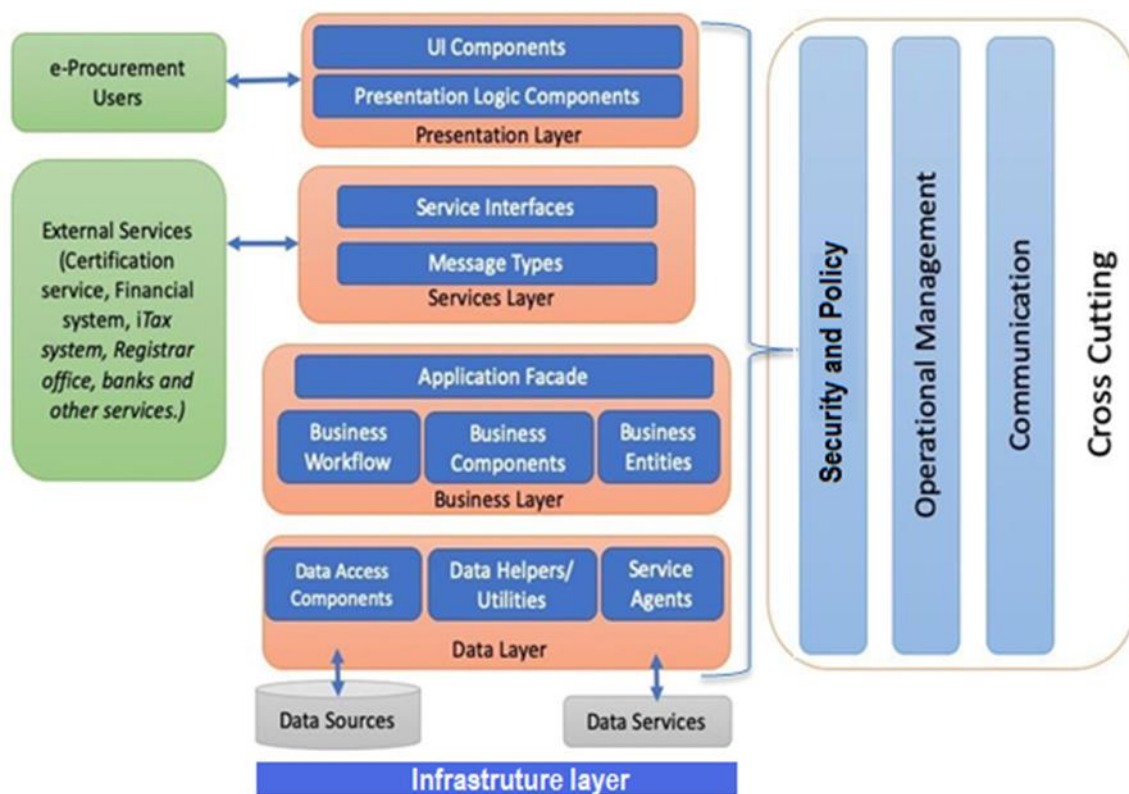


Figure 23: Components in the layers of the e-GP system

- a) **Configuration Architecture:** The e-GP system shall be designed to run in the following environments for their own purposes:
- i. Development Staging and Training environment – environment for testing the system and accessible to the developers, quality assurance team, and system administrators.
  - ii. Production environment – live system with real transaction data and information.
  - iii. Disaster environment – same copy of environment as in the production environment with testing data and information for proving trainings to the e-Procurement users.
- b) **Presentation Layer Components-** Presentation layer components implement the functionality required to allow users to interact with the application. The following types of components shall be considered in the design of the e-GP presentation layer:
- *User interface (UI) components-* The UI components will provide the mechanism for users to interact with the e-GP application, format data and display it, and also acquire and validate data entered by e-GP users.
  - *UI process components-* These components help to synchronize user interactions and will prevent e-GP process flow and state management logic from being hard-coded into the UI elements themselves. The components further allow reusing the same basic user interaction patterns in other user interfaces.
- c) **Service Layer Components**
- Service layer components facilitate the easy integration and interfaces with the external e-Services through adaptors, web services and application programme interfaces.
- d) **Business Layer Components**
- Business layer components implement the core functionality of the e-GP system, and encapsulate the relevant business logic. The following business layer components will form part of the e-GP system:
- Business components- These components implement the business logic of the e-GP system. Regardless of whether a business process consists of a single step or an orchestrated workflow, the e-GP system shall require components that implement business rules and perform business tasks.
  - Business workflows. After the UI components collect the required data from the user and pass it to the business layer, the application can use this data to perform a business process connecting sub processes with each other through an orchestration
- e) **Data Layer Components**
- Data layer components provide access to data that is hosted within the boundaries of the e-GP system, and data exposed by other back-end systems. The following data layer components will form part of the e-GP system:

- i. Data access components- These components abstract the logic required to access the underlying data stores, leading to centralization of the data access functionality which makes the application easier to configure and maintain.
- ii. Service agents- As the business component of e-GP may use functionality provided by an external service, the system need to implement code to manage the semantics of communicating with that particular service. Service agents isolate the diverse services from e-GP system, and can provide additional services such as basic mapping between the format of the data exposed by the service and the format the e-GP application requires.

**f) Cross-Cutting Components**

Cross-cutting components implement specific types of functionality that can be accessed from components in any layer. The following are common types of cross-cutting components that will form part of the e-GP system:

- Components for implementing security- These may include components that perform authentication, authorization, and validation across e-GP system.
- Components for implementing operational management tasks - These may include components that implement exception handling policies, logging, performance counters, configuration, and tracing of e-GP activities.
- Components for implementing communication - These may include components that communicate with other services and applications such as notification/alerts via mobile, emails etc.
- Components for audit trails- These include components that maintain a record of activity within the e-GP system, both by system and application processes and by user activity of systems and applications. Audit trail components will facilitate the detection of security violations such as intrusion and unauthorized attempts to validate unapproved workflow steps, performance problems, flaws in applications, enforce individual accountability, and reconstruct events in the system in the event of a forensics audit.
- Components for workflow management- These will include components that allow the development, modification, updating and removal of business rules essential to the e-Procurement process in line with changes in Government policies, procedures as well as changes in best working practices in Government procurement.
- Components for data archival, retrieval and compliance. This will address the need to ensure that data used in the procurement process is made available and archived in line with the PPAD Act,2015 and Data Protection Act of 2018. Data relating to a particular procurement can be archived once it is complete and should be retrievable throughout the stipulated period by authorized users through an electronic records and data management functionality.
- Component for business intelligence and analytics: The e-GP system shall have an inbuilt business intelligence and analytics capabilities. The e-GP analytics tool shall deliver a wide range of information and reporting capabilities that enable procuring entities to fully understand purchasing activity, supplier performance and purchasing trends. The tool must provide effective strategic procurement decisions to procurement entities by providing critical information such as requisition

patterns, buyer performance, supplier performance, pricing variances and pricing history.

## **6.5 e-GP System Interfacing with External Systems**

The e-GP system has to be interoperable with multiple external systems e.g. IFMIS, iTax, Registrar's Office, AGPO, NCA, payment services, banks, ID, and certification authorities for digital signatures. The exchange of information between the e-GP system and the external systems should be seamless. The system must efficiently exchange the information between different key applications by adopting the principle of leading e-government interoperability framework (e-GIF).

In addition, the e-GP system should seamlessly, securely, and efficiently address the specific requirements of many different user types, including:

- PPD users of the e-GP System (e-GP System Administrators);
- PEs and their respective e-GP Users (e-GP PE System Administrators, e-GP Users such as Head of User Department, Head of Procurement, Accounting Officers, Head of Disposal Unit, Procurement Officers);
- Local and International Bidders and Providers;
- Development Partners and oversight agencies; and
- Banks and certifying agencies (if applicable).

Table. E-GP information exchange with External Systems

	<b>Provider Registra tion</b>	<b>Budget ing</b>	<b>Plannin g (APP)</b>	<b>Advertise ment</b>	<b>e- Biddin g</b>	<b>Evaluat ion</b>	<b>Contrac t Award and signing</b>	<b>Contract Commence ment</b>	<b>Contract Amend ment</b>	<b>Contra ct Closur e</b>
<b>IFMIS</b>		Budget informat ion	Allocatio n of budget under types of procure ment	Ring fence budget			Ensure budget is available from IFMIS Update contract details in IFMIS		Update Contract Informati on in IFMIS	Update Contract Informa tion in IFMIS
<b>BRS</b>	Provider registratio n profile (reg. no., physical business address, sharehold er informati on, business area, etc.)				Validity of the provide r	Verificati on of the provider docume nts	Verificati on of existence of provider legality			
<b>KRA</b>	Tax clearance certificate and				Validity of Tax certifica te	Verificati on of Tax complia				



	details					nce				
<b>Financial Institution</b>	Receipt of fee paid				Bid security issuance and submission Charging fees if any	Bid Security verification	Issuance of Performance Security Release of Bid securities of not winning providers	Issuance of Advance Payment security Payment to Provider	Adjust performance security Payment to Provider	Final Payments and penalties

## 6.6 Security Model Consideration for e-GP Architecture

- The entire network should be protected by a two-tier firewalls infrastructure. The 1st Tier firewall will provide the first layer of security protection against the Internet world while the 2nd Tier firewall will provide the second layer of protection for the internal system. Every transaction that needs to traverse between different application layers will need to go through the firewalls for inspection.
- External Firewall Policy - Only HTTP or HTTPS traffic or any future agreed port, such as LDAP proxy, should be allowed from the Internet through into the web interface. All the external facing servers must have granular level policy defined to allow service access without compromising the security.
- Internal Firewall - Only known application ports should be open between the web (tier 1) and application (tier 2) layers.
- Internal Firewall - Only known data ports should be open between the application (tier 2) and database layer (tier 3) / internal network.
- Any traffic initiated from the web interface (tier 1) must terminate within a firewall protected zone.
- Internet Control Message Protocol (ICMP) messages to the firewalls should be restricted. Echo reply / echo request may be permitted to test access to web servers, but not directly to the web hosting environment firewall.
- Access to the application layer (tier 2) and database layer (tier 3) from the internet (externally hosted) to protected resources must be via VPN.
- No connections that would terminate on the production internal network should be allowed, even with the use of a site-to-site VPN.
- Access to the e-GP hosting environment will be limited to management activities, document management, backups and other exceptions that are approved by GoK.
- The ISP router should provide further access control protection to the hosting environment from internet.

### *Firewall Layers*

The firewalls are the devices that will protect each zone. The idea of a firewall is to drop all traffic except that traffic that complies specifically with a firewall rule. Each zone or layer is segregated from the layer above and below by a firewall. For example, if the presentation/web server is compromised then a firewall will protect the application zone.

Each of the three tier layers is separated by a firewall. Each firewall is configured with a different rule base to only allow traffic between each directly connected zone. Advantages of this model is that it is high in scalable both vertically and horizontally, and provides a simple form of firewall security policy management.

There are two physical layers of firewall, but there are three logical zones provided. Implementation of this model should use different firewall manufacturers to provide the two physical layers.

### *Site-to-Site VPN*

If dedicated lines are not set up between the different sites, then each site needs to be able to provide support for a site-to-site VPN. This functionality will be provided by dedicated VPN hardware in each zone. The

encrypted traffic (the VPN) should terminate at the Internet interface of the VPN device ( IPSEC compliant) which will then allow the decrypted traffic to route through to the protected zone.

#### *Load Balancing*

Each zone within the hosting centers should cater for server load balancing for the servers that sit in that zone. Each device needs to be able to provide the main types of Load Balancing algorithm: least connection; sending traffic to the server that is currently processing the least amount of traffic, round robin; simply share the load across the number of servers within the farm, and persistent connections; maintain the session through the same server throughout the session duration.

Session cookie should be supported in order to avoid load balancing problems with proxy servers (same IP address). Application level logic should be supported, in order to make sure the application is available – a ping will not be enough.

#### *Virtual LAN (VLAN)*

The web, application and data zones are within 3 separate VLANs each on physically separate switches. The design should cater for “ring fencing” of each web service within a single VLAN but restricting communication between nodes by “communities”. Within each zone the underlying switch fabric would need to support Private VLAN (PVLAN) functionality.

These switches would be configured with “promiscuous” firewall ports able to communicate with any host within the VLAN, and individual servers connected to “community” ports only able to talk to other servers within the same “community”. This design retains control into and out of the VLAN by the firewall/routing devices and restricts which servers can communicate with each other.

VLAN tagging can also be considered as an option for the PVLAN if supported by the routing devices.

#### *Internet Carrier*

The high-speed internet connections that are used within each site should not be limited to one Internet Service Provider (ISP). There should be a least two different circuits that are maintained by no less than two (ISPs).

The primary data center hosting the e-GP system will need to have the ability to operate in a clustered environment that will have an automatic fail-over system. When the primary server fails, the switch to the second node server will happen automatically. The secondary database server, also known as the shadow server, will replicate all data with the primary server in near real-time and can take over if the primary database server becomes offline.

## **6.7 Security Considerations**

#### *e-Authentication*

Electronic Authentication (or “e-Authentication”) is the process of electronic verification of the identity of an entity or user. Authentication is a way to ensure that the user who attempts to perform functions in e-GP is in fact the user who is authorized to do so. e-Authentication provides a simple, convenient and secure way for the users to access e-GP services via internet/mobile as well as for the e-GP system administrator to assess the authenticity of the system users.

e-Authentication helps to build confidence and trust in online transactions and encourages the use of the electronic environment as a channel for service delivery. For online transactions, data is communicated electronically through internet and mobile applications. With the increased prevalence of online transactions,

there is a need to set up suitable e-Authentication processes based on an assessment of the risks associated with these transactions.

Electronic authentication is accomplished based on the following factors:

- **Knowledge** – something the user knows (e.g. user name, password, PIN, secret questions and answers, etc.);
- **Possession** – something (physical device) the user has (e.g. digital signature, smart card, National ID for Kenya nationals etc.);
- **Personal attributes** – something (genetic) the user has (e.g. fingerprint, retina, iris, voice, etc.);

These authentication methods can be used individually or combined to create the following authentication methods:

- **Single factor Authentication** – An authentication mechanism that utilizes only one of the various factors (e.g., a user using a unique username and password and/or national ID for Kenya national for accessing an application).
- **Multi-factor Authentication** – An authentication mechanism where a combination of two or more of the above factors are used (e.g., the use of knowledge such as a user's unique username and password as first factor and the use of possession such as the One Time Password (OTP) as the second factor).

With respect to the e-GP system, it is recommended that users at the PE level will utilize digital certificates while providers should utilize a multi-factor authentication mechanism to authenticate into the system, confirm bid-sensitive transactions such as the submission of bids, completion of online payments, and withdrawal of bids, and to confirm account-sensitive information such as password resets. This multi-factor authentication mechanism should be a combination of a unique username and password with a time-sensitive One Time Password (OTP) that can be sent to the provider's phone or email address.

Providers and the general public accessing the e-GP system will authenticate using the following authentication assurance levels as categorized below:

*a) e-GP Internet Based*

e-GP Internet Based authentication deals with authentication using non-mobile devices such as desktop workstations and laptops, through a standard web browser. There are four levels of application sensitivity ranging from Level 0 to Level 3. The Level 0 is the lowest level whereas Level 3 is the highest. Level 0 will not require any form of authentication and will be used for providing public information over the internet. The e-GP system will therefore authenticate providers logging into the system using Level 1 authentication by default.

In order to increase security of the application, the use of Application Sensitivity Levels should be considered during each stage of the application development cycle. This would enable the application to call proper authentication mechanisms at the right time whilst minimizing the possibility of compromise by an unauthorized or malicious individual through the authentication mechanisms employed. Application

sensitivity level will determine the calling of a suitable authentication mechanism from Level 0 through Level 3 at the appropriate stage.

A summary of the four levels is provided below:

- **Level 0:** This level implies no authentication. The user can go to the e-GP Portal web site and access all information that is made available for public use.
- **Level 1:** This is the basic authentication mechanism using username and password. The user will be provided the capability of self-registration on -e-GP system. The system will generate a username/password once the criteria defined in the registration process are met. A self-service identity management mechanism will be used by the user in case of forgetting the password. It will avoid unnecessary calls to the administrative desk for resetting the user password.
- **Level 2:** At Level 2, a user will be able to prove his identity using One-Time Password (OTP) token along with his Level 1 credentials (i.e., username and password and/or National ID).
- **Level 3:** At Level 3, the user would need to prove his identity through a hardware or software token (along with PIN) and username and password (i.e. through a two factor authentication process). For this purpose, token would be a digital certificate/digital signature that would be required from the user end.

#### *b) e-GP Mobile Based*

For mobile access, the e-GP system should consider three levels of application sensitivity ranging from Level 0 to Level 2. The Level 0 is the lowest level of application sensitivity whereas Level 2 is the highest. Level 0 applications accessed through mobile will not require any form of authentication and will be used for providing public information over a mobile device. The E-GA system will therefore authenticate users using Level 1 authentication by default.

As in the e-GP Internet based assurance level, application sensitivity levels of e-GP mobile applications should be covered during application development cycle. This would enable the application to call the proper authentication scheme at the right time. The application sensitivity level will determine the calling of a suitable authentication mechanism from Level 1 through Level 2 at the appropriate stage.

A summary of the three levels is provided below:

- **Level 0:** This level implies no authentication. A user can access the government service through various mechanisms such as Short Message Service (SMS) or Unstructured Supplementary Service Data (USSD) using the mobile phone and can access all information that is made available for public use.
- **Level 1:** This is the basic authentication mechanism using username and password. The user would receive the username and password after successful registration in e-GP. The user will receive the password through SMS or print mailer.

- **Level 2:** At this level, a user will provide his identity using username, password and one time password (OTP). At the time of accessing any e-GP Service, the user will first provide his username and password and will then be prompted to enter the OTP.

For users at the various PEs, it is expected that digital certificates will be used as the de facto authentication mechanism as further explained below.

### *Digital Signatures and encryption*

In addition to the above authentication mechanism, the e-GP system should support and provide facility for digitally/electronically signing of all the documents, forms and communications using digital signatures or other alternative methods in absence of PKI based digital signature for the authentication and encryption of data and ensure secured and authorized transactions in the e-GP system.

With the absence of a National PKI, the e-GP system should be able to cater for issuance and management of digital certificates, with authority over the management of digital certificates being delegated to an entity as appointed by GoK.

Each PE and PE user should possess their own certificate allowing for decryption of bids and non-repudiation of system activities respectively and which can be validated by the signing server. Management of digital certificates can be transferred gradually to a Certificate Authority (CA) once a National PKI has been established by GoK, and it is therefore paramount that the e-GP system has the capability to be scalable to incorporate this eventual interfacing.

With each PE and PE user having a unique digital certificate, providers will be able to verify that electronic records and/or documents generated and issued:

- have not been altered (integrity);
- originate from the entity or PE user that sent it (authenticity); and
- Cannot be denied by the PE and/or PE user (non-repudiation).

As the bid submitted by a bidder typically contains technical details (the bidder's capabilities and experience) and sensitive commercial bid information, the information submitted has to be kept secured on the e-GP system until the commercial bids are opened on or after the due date for commercial bid opening as specified upfront during Bid preparation.

This can be achieved by encrypting all bidding information stored in the e-GP system through the use of asymmetric key pairs associated with each PE's unique digital certificate. Performing this encryption will involve:

- the PE having a unique digital certificate that associates with the unique public and private keys of the entity;
- the public key being made available to the general public against which all bidding information will be encrypted; and
- the private key held securely by the PE against which all bidding information will be decrypted at the commencement of bid opening.

To improve the performance of the e-GP system especially during peak times such as bid submissions at the submission deadlines, it is expected that encryption of bid submissions be performed at the provider-end (web browser) prior to transmission to the e-GP system over a secure SSL/TLS connection.

As the process of successfully and securely encrypting and decrypting bidding information is highly dependent on the secure storage and access of these key pairs, GoK needs to ensure that significant consideration is given to who is responsible over the access and safe custody of this information at each PE. Built-in controls in the e-GP system need to also be put in place to restrict access to these key pairs to only a designated official as well as ensuring that only designated officials have the option to decrypt commercial bids only after the expiry of the commercial bid opening date specified, including any changes in opening dates issued by way of corrigendum on or before bid submission date and time.

To ensure current and future use of digital certificates, it is expected that the e-GP system should support the following types of digital certificates for the roles specified in the description:

**Table 25: Types of Digital Signature Certificates**

<b>Type of Certificate</b>	<b>Description</b>
<b>Individual Digital Signature Certificates (Signing Certificates)</b>	Individual Certificates serve to uniquely identify a user of the e-GP system and a PE. It follows that the contents of this type of certificate include the full name and particulars of an individual or entity. These certificates will be used for signing electronic documents and emails and implementing enhanced access control mechanisms for sensitive Bid related information exchange over the internet once a fully-fledged PKI has been instituted by GoK. For entities, this certificate will also be used to provide the parameters to encrypt and subsequently decrypt bid-related information, as explained in the encryption certificates below.
<b>Server Certificates</b>	Server Certificates identify a server (computer). Hence, instead of a name of a user, server certificates contain the host name or the IP address. Server certificates are used for 1 way or 2 way STLS to ensure secure communication of data over the network.
<b>Encryption Certificates</b>	Encryption Certificates are used to encrypt the message. The Encryption Certificates use the Public Key of the recipient to encrypt the data so as to ensure data confidentiality during transmission of the message, and the Private Key to decrypt the same data. These encryption certificates may be the same as individual digital signature certificates explained above, or different to enable GoK have finer grained control over encryption and decryption of information.

The e-GP system should support usage of the above type of certificates to ensure confidentiality, authenticity and non-repudiation all along the automated workflow.

### *Time stamping*

A secure and reliable time-proofing mechanism should be implemented as part of e-GP system. The system should record the exact date and time (hh:mm:ss) for all activities taking place, obtaining the time from the source defined for the e-GP system. This will assist in dealing with issues such as whether a bid was submitted before the bid submission deadline.

Time can be obtained using the Time-Stamp Protocol and a time-stamping authority (TSA) that issues timestamps that associate a unique date and time with any action in the e-GP system. The digital time-stamp

can be used to prove that an electronic document was transmitted to the procurement server at the time stated on its time-stamp.

The e-GP can continuously synchronise with a TSA, through the reception of broadcast time signals, and the audit trail implemented in the e-GP system can use an accurate time-stamp to record all activities performed.

All documents can be time-stamped on the server side immediately after the completion of their transmission from the client site. Electronically signed documents can be associated with a strong timestamp, if sent to the TSA, which stamps documents with a legally robust date and time.

#### *Logging, Monitoring and reporting*

Extensive audit trail facilities should be implemented for every electronic procurement and administrative activity performed through the e-GP system (to track bid uploading and downloading, versioning, and approvals, etc.).

Inspection of audit logs provides information to effectively detect attempts of intrusion, such as tampering with the bid documents after the submission deadline. The data archival mechanism implemented for the e-GP system should also ensure archiving of audit logs for support in case security incidents or disputes need to be investigated (providing for non-repudiation). The access to the audit trail data should be restricted to avoid unauthorized tampering, changes, or deletions.

#### *e-GP system performance standards and response time*

The e-GP system should be designed to meet a significantly larger transactional load/volume than what is estimated as defined earlier in the report. It is essential that the e-GP system is constantly available, in order to guarantee support for critical and all other types of events. In all probability, the most critical event is during the closing stages of bid submission for bidders.

The e-GP system can potentially be affected by failures due to volume capacity problems. Furthermore, an e-GP system may be harmed by disruptive events, including internet connection failures, malicious attacks, power failures, system software, or hardware failures. The system partner must ensure that the e-GP can handle these issues, while contingency plans must be in place for handling critical failures.

A service-level agreement (SLA) can be negotiated between the e-GP system partner and government authorities to establish availability requirements for e-GP. In establishing these requirements, a number of considerations to ensure e-GP system availability may include:

- Hours the e-GP system should be available in a month (*e.g. 24 hours per day x 7 days x 4 weeks per month (on average) = 672 hours per month*).
- Hours the system was down in a month. (*e.g. Consider 7 hours due to corrective maintenance (e.g., correction of a software defect), 4 hours due to preventive maintenance (e.g., a hardware upgrade or appliance change over), and 2 hour due to hard disk failure, totaling 13 hours of unavailability*).
- Net availability of e-GP system (*e.g.  $[(672 - 13) / 672] * 100\% = 98.07\%$* ).
- High availability of e-GP system (*e.g. 4 out of the 13 hours were due to maintenance activities and only 9 hours (7 + 2) were due to failures. Therefore, high availability is  $((672-9)/672)*100\% = 98.66\%$* ).



In terms of performance, it is expected that the e-GP system can handle and respond promptly to any user request not only has the potential to accelerate e-GP activities, but will also assist users to better understand the different functionalities offered by the system.

There may be activities that may require significant time (e.g., uploading of documents, initiating the payment etc.). In such cases, system partner need to ensure that users are informed of the progress of their requests, avoiding events such as users cancelling their activities or being unsure of the status of their actions.

Obviously, the performance requirements of an e-GP system are dependent upon the envisioned number of users and bids. It is recommended that the e-GP system providers plan for software and hardware scalability and establish performance goals against e-GP system.

The following definitions are commonly used for measuring performance:

- Business logic to run simple or complex query to retrieve information from e-GP system;
- Generating reports from e-GP system;
- Uploading, downloading or opening of a document to and or from the e-GP system to user machine; and
- Response time, from the period of time from the moment the user initiates an action until the moment a web page with the requested information or update confirmation message is completely downloaded and displayed on the screen of the e-GP user.

The above performance goals are for reference purpose only. However, the response times for testing the performance of an e-GP must be measured against the preloaded amount of data, simulating the performance of the e-GP in real conditions and also depends on the connectivity and application stack available. In addition, actual use of the e-GP has to be simulated and assessed regularly on parameter likes number of concurrent users; concurrent data uploads and downloads etc.

While designing the e-GP system, the system provider should consider the following list of non-exhaustive performance goals:

**Table 26: Performance Goals of the E-GP Solution**

Item	Performance Standard / Response Times
Concurrent active users with maximum response time	<ul style="list-style-type: none"> <li>• Depends on the e-GP technology proposed and network connectivity (At least 500 concurrent active users with maximum response time).</li> </ul>
Maximum response times ( <i>in a local area network environment</i> )	<ul style="list-style-type: none"> <li>• 90% of simple queries to have a maximum response time of 3-4 seconds</li> <li>• 95% of complex queries to have a maximum response time of 8-10 seconds</li> <li>• 90% of reports to be generated in less than 20 seconds</li> <li>• 99% of reports to be generated in less than 30-40 seconds</li> <li>• (It is understood that complicated / large volume reports may require a longer period)</li> <li>• 95% of document management activities to have a maximum response time of 10 seconds</li> <li>• 99% of document management activities to have a maximum</li> </ul>

Item	Performance Standard / Response Times
	response time of 20-30 seconds.
Screen grid – 25 rows, 10 columns	<ul style="list-style-type: none"> <li>&lt; 10 seconds</li> </ul>
Simple search – single table, 5 fields, 3 conditions – without screen rendering	<ul style="list-style-type: none"> <li>&lt; 15 seconds for 100,000 rows</li> </ul>
Complex search – multiple joined table (5), 10 fields, 3 conditions – without screen rendering	<ul style="list-style-type: none"> <li>&lt; 30 seconds for 100,000 rows</li> </ul>
Server side validations / computations	<ul style="list-style-type: none"> <li>&lt; 20 seconds</li> </ul>
Client side validations / computations	<ul style="list-style-type: none"> <li>&lt; 10 seconds</li> </ul>
Loading pages	<ul style="list-style-type: none"> <li>&lt; 5 seconds</li> </ul>
Saving a record	<ul style="list-style-type: none"> <li>&lt; 5 seconds</li> </ul>
Batch processing per 100 records	<ul style="list-style-type: none"> <li>&lt; 120 seconds</li> </ul>
Login, authentication, and verification	<ul style="list-style-type: none"> <li>&lt; 5 seconds</li> </ul>
Daily backups – maximum duration	<ul style="list-style-type: none"> <li>4 hours</li> </ul>
Total Restore – maximum duration	<ul style="list-style-type: none"> <li>8 hours</li> </ul>

## 6.8 Hosting the E-GP System

### 3.8.1 Data Centre Physical and Environmental Design

It is recommended that the design of the data center should incorporate industry practices and international standards that include TIA-942 and ISO/IEC 27001 to ensure that they are able to provide continuous service delivery in a secure environment. Against this background, the data center that will host the e-GP system needs to be assessed in the following 3 areas.

- a. **Server Room security**, which involves performing an assessment of the design and security considerations required to secure computing components within the computer room.

These considerations would include the use of:

- security devices to restrict unauthorized access to the room storing sensitive computing equipment that may include servers and networking equipment, such as biometric and combination locks, smart card access devices, and reinforced doors;
- segregation to ensure isolation of the computer room from other parts of the building; and
- architectural designs that safeguard computing equipment used in the computer room that includes:
  - adequate sizing of the room to ease airflow and movement of personnel in the computer room;
  - treated floors, walls and ceilings that increase their resilience to environmental conditions such as temperature changes, humidity changes and water damage from flooding or sprinklers;
  - adequate lighting to ensure all parts of the room are clearly visible; and
  - clear signage giving clear directions of acceptable behavior whilst in the server room and entry/exit points.

**b. Supporting infrastructure**, which details components that provide critical support functions to enable the operations of the data center. Such components would include redundancies in the:

- stable and clean power supply that can ensure adequate provision of power to the facility that would include multiple power lines for the mains, and backup generators and UPS equipment for alternative power;
- communication links that will ensure reliable connectivity of systems hosted in the data center; and
- heating, ventilation and air conditioning (HVAC) system to ensure adequate cooling of equipment on a 24 hours per day / 365 days per year cycle.

In addition, separate areas that support cabling and piping to the computer room and the entire data center should be clearly demarcated, secured and isolated to avoid tampering and eventual damage of this infrastructure.

**c. Physical and environmental security**, which involves assessing the physical environment in which the data center will be located. Considerations should include:

- ease of ingress and egress of staff and accessibility of emergency personnel to the site in the event of a disaster;
- distance from, and ability to shield the data center from, environmental contaminants that may include poor air quality, noise and electro-magnetic interference;
- installation of preventive and detective physical access controls to restrict unauthorized access to the site, such as biometric controls, smart cards, use of closed-circuit television (CCTV) monitors, fences, alarms, and security personnel; and
- use of fire, water and seismic detection equipment that can adequately detect and notify authorized personnel of a fire outbreak, flooding and earthquakes respectively.

### **3.8.2 Data Centre Operation management**

The data center will be supported by an operation management team to provide continuous support on the e-GP system. A few of the key responsibilities to be performed by the team include:

- maintaining the service availability requirements of e-GP system;
- administering and managing of the e-GP system and infrastructure;
- manning the Helpdesk and hotline facilities to answer queries related to e-GP system and escalate unresolved incidents for second level support to e-GP service provider;
- monitoring the e-GP system environment regularly to ensure business continuity, availability and security of the e-GP system and associated infrastructure;
- backing up and restoring information for e-GP system to ensure data is correctly synchronized both at primary and DR site;

- performing regular patch management, testing and installation of software upgrades issued by the e-GP system provider for infrastructure; and
- providing overall security of the system of all the servers and systems from any attacks and instruction which could impact the service continuity.

It is recommended that data center considerations should be made in line with best practice such as the ANSI/TIA 942 Telecommunications Infrastructure Standard for Data Centers, the ISO/IEC 27002 Information Security Standard, and the Government's guidelines for the operation, usage and management of Information Technology Infrastructure in National and County Governments.

### **3.8.3 e-GP system Hosting Options**

The National Treasury will be required to set up a primary site for the hosting of the e-GP system, and a Disaster Recovery (DR) site that will cater for potential failures at the primary site and provide redundancy of critical components in order to ensure continual service delivery in the event of a disruption.

As noted in the data center physical and environmental design above, it is recommended that both the primary site and disaster recovery site should be compliant with industry practices and international standards that may include the TIA-942 and ISO/IEC 27001 to ensure that they provide services with minimum disruption, and improve on the resilience and reliability of the e-GP infrastructure.

It is expected that hosting of the primary data center will be done at The National Treasury providing the hardware, communication, and supporting software infrastructures needed to run the e-GP system. The vendor will be expected to provide storage requirements specified by The National Treasury in line with expected data growth projections, as well as any other specialized supporting hardware requirements for their system to perform optimally.

Furthermore, the vendor will be expected to provide licensing specifications and costs for all software required by the system. The Government is in the process of consolidating system licenses across Government and establishing licensing agreements with various vendors, obtaining understanding of the software and associated licenses required for the e-GP system will enable the Government to assess whether existing licensing agreements can be used to reduce costs, or whether the Government should purchase these licenses separately in line with its licensing initiatives.